

STATE OF FLORIDA



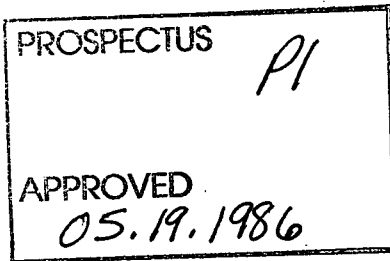
DEPARTMENT OF BUSINESS REGULATION  
THE JOHNS BUILDING  
725 SOUTH BRONOUGH STREET  
TALLAHASSEE, FLORIDA 32301-1927

Bob Graham, Governor  
~~XXXXXXXXXXXX~~, Secretary  
E. James Kearney

May 19, 1986

Richard E. Coates  
~~E. James Kearney~~, Director  
Division of Florida Land Sales,  
Condominiums & Mobile Homes

Mr. David D. Eastman  
Haben, Parker, Skelding, Costigan, McVoy & Labasky  
Attorney at Law  
The Madigan Building  
318 North Monroe Street  
Tallahassee, Florida 32302



RE: Lamplighter Village - 0500775P

Dear Mr. Eastman:

Pursuant to Section 723.011(1), Florida Statutes, the Division of Florida Land Sales, Condominiums and Mobile Homes has reviewed the above-referenced mobile home park prospectus filing. It has been determined that the prospectus is adequate to meet the requirements of Chapter 723, Florida Statutes; however, this does not relieve the park owner of any responsibility under the Florida Mobile Home Act.

The park owner/operator is obligated by law to furnish a copy of a prospectus and all exhibits to each prospective lessee and each lessee who is renewing or extending a lease where no prospectus had previously been given.

Yours truly,

James N. Leftheris, Specialist  
Examination/Education Section

Faye S. Mayberry, Chief  
Bureau of Mobile Homes

cc: Lamplighter Village Associates LTD  
300 Biscayne Blvd. Way  
Miami, FL 33131

Office of the Secretary

Division of Hotels & Restaurants

Division of Alcoholic Beverages & Tobacco

Division of Florida Land Sales,  
Condominiums & Mobile Homes

Division of Pari-Mutuel Wagering  
1350 N.W. 12th Avenue, Room 332  
Miami, Florida 33136

LAW OFFICES

*unapproved*

HABEN, PARKER, SKELDING, COSTIGAN, MCVOY & LABASKY  
THE MADIGAN BUILDING  
318 NORTH MONROE STREET  
TALLAHASSEE, FLORIDA

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GAYLE SMITH SWEDMARK  
OF COUNSEL

JULIUS F. PARKER (1910-1966)  
JOHN A. MADIGAN, JR. (1919-1984)  
MILLARD F. CALDWELL (1897-1984)

REPLY TO: P. O. BOX 669  
TALLAHASSEE, FL 32302  
TELE: (904) 222-3730

May 9, 1986

Mr. Jim Leftheris  
Department of Business Regulation  
725 S. Bronough Street  
The Johns Building  
Tallahassee, Florida 32301

Re: Lamplighter Village #0500775P

Dear Mr. Leftheris:

Enclosed is the corrected page to the above-referenced  
prospectus as per our conversation today.

Sincerely,

*David*  
David D. Eastman

DDE/lmw

Enclosure

*Hand Delivered*  
DATE RECEIVED *5/12/86 @ 1:00*  
BY: *Clara Swann*  
BUREAU OF MOBILE HOMES

All required improvements must meet specifications as established by the Park Owner. Current specifications are available from the Park Manager's office.

To the extent permitted by law, tenants assuming the remaining portion of a tenancy as prescribed by Section 723.059(3), F.S., will be required to upgrade the mobile home they are purchasing from the original tenant. The assuming tenant will be required to install improvements subject to the same terms and conditions of the Prospectus or offering circular as delivered to the initial recipient.

In general and except as expressly provided to the contrary in this Prospectus, and to the extent permitted by law, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping).

To the extent permitted by law, the mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park.

## VII. UTILITIES AND OTHER SERVICES

The manner in which utility and other services will be provided and the person or entity furnishing those services, is as follows:

### 1. Water

Water is provided by the Park which is billed to the Park residents in accordance with the settlement agreement attached as Exhibit F. Responsibility for water lines from the shut off valve at the meter to your mobile home are the mobile home owner's responsibility.

However, the Owner reserves the right, subject to the terms of the existing agreement in the Park (see Exhibit F), upon 90 days prior written notice to each owner of a mobile home in the Park, to cause each mobile home owner to be separately billed for water services either by individual meters for each mobile home lot in the Park or by an equitable apportionment of the total water charges billed to the Park.

TELEPHONE MEMO

TO: File	DATE: 5-9-86
FROM: Jim Leftheris	TIME: AM 1:00 PM
SUBJECT: Lamplighter Village - 0500775P	

Called to tell Mr. Costrow that the revised prospectus did not contain the clarification regarding water shutoff valves as disclosed in the prospectus. (He said he would send me the corrected page 8 of the prospectus.)

*unapproved*

LAW OFFICES

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May 2, 1986

GAYLE SMITH SWEDMARK  
OF COUNSEL

JULIUS F. PARKER (1910-1966)  
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MILLARD F. CALDWELL (1897-1984)

REPLY TO: P. O. BOX 669  
TALLAHASSEE, FL 32302  
TELE: (904) 222-3730

Mr. Jim Leftheris  
Specialist, Bureau of Mobile Homes  
Department of Business Regulation  
The Johns Building  
725 So. Bronough Street  
Tallahassee, FL 32301-1927

RE: Lamplighter Village 0500775P

Dear Jim:

Attached is a copy of the Lamplighter Village prospectus in correct form. Unfortunately, the addition of the lot sizes moved a number of paragraphs in the document which required a complete re-page numbering. Thank you very much for your cooperation in this matter.

Sincerely,



David D. Eastman

DDE/las

Attachment

*Hand Delivered*

DATE RECEIVED 5/5/86 @ 10:30

BY: Clair Swann

BUREAU OF MOBILE HOMES

PROSPECTUS  
FOR  
LAMPLIGHTER VILLAGE

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN LEASING A MOBILE HOME LOT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

4. IF THIS PROSPECTUS WAS RECEIVED PRIOR TO OCCUPANCY IN A MOBILE HOME PARK, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS, OR UNTIL OCCUPANCY IN THE PARK, WHICHEVER OCCURS FIRST.

PROSPECTUS FOR  
LAMPLIGHTER VILLAGE  
INDEX OF CONTENTS AND EXHIBITS

I.	Park Name and Address. . . . .	1
II.	Notices and Demands. . . . .	1
III.	Description of the Park Property . . . . .	1
IV.	Description of Recreational and Other Common Facilities . . . . .	5
V.	Park Management. . . . .	7
VI.	Mobile Home Owners Improvements Required . . . . .	7
VII.	Utilities and Services . . . . .	8
VIII.	Increases in Rent and Other Charges. . . . .	10
IX.	Park Rules and Regulations . . . . .	16
X.	Park Zoning. . . . .	16
XI.	Exhibits . . . . .	18
	Exhibit A - Rules and Regulations	
	Exhibit B - Layout of the Park	
	Exhibit C - Covenants and Restrictions	
	Exhibit D - Rental Agreement	
	Exhibit E - Ground Lease	
	Exhibit F - Settlement Agreement	

PROSPECTUS FOR  
LAMPLIGHTER VILLAGE

I. NAME AND ADDRESS OF PARK

The name and address of the mobile home park (the "Park") is as follows:

Lamplighter Village  
500 North John Rhodes Boulevard  
Melbourne, FL 32935

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive notices and demands on the Park Owner's behalf:

Mrs. Adriane Lane, Manager  
Lamplighter Village  
500 North John Rhodes Boulevard  
Melbourne, FL 32935

III. PARK PROPERTY DESCRIPTION

A. Lot Sizes

1. There are 442 lots in Lamplighter Village. The lots are classified as follows:

- a. Lakefront lots - 77
- b. Inside lots - 365

2. Size of Lots - the following lots are 50' x 80':

12-18, 23-30, 34-43, 48-58, 62-74, 81-101, 113-122,  
125-127, 130-132, 135-137, 141-143, 146-148,  
152-154, 157-159, 163-165, 168-170, 174-176,  
179-181, 185-188, 192-194, 197-199, 203-205,  
208-210, 214-216, 219-221, 225-227, 230-232,  
236-238, 242, 245-248, 251-255, 258-263, 268-272,  
275-279, 287, 288, 292, 293, 296, 297, 301, 302,  
305, 306, 310, 311, 314, 315, 319, 320, 323, 324,  
328, 329, 332, 333, 335-357, 359-363, 365-367,  
377-386, 398-391, 395-397, 400-402, 406-408,  
411-413, 417-419, 422-424, 428-430, 433-435,  
439-441.



The following lots are 70' x 80':

123, 124, 133, 134, 144, 145, 155, 156, 166, 167,  
177, 178, 195, 196, 206, 207, 217, 218, 228, 229,  
239, 243, 244, 256, 257, 265-267, 273, 274, 286,  
294, 295, 303, 304, 312, 313, 321, 322, 330, 331,  
358, 364, 387, 388, 398, 399, 409, 410, 420, 421,  
431, 432, 442.

The following lots are 50' x 90':

291, 298, 300, 307, 309, 316, 318, 325, 372, 373,  
374, 375, 376, 392, 394, 403, 405, 414, 416, 425,  
427, 436, 438.

The following lots are 60' x 90':

128, 139, 150, 161, 172, 183, 190, 201, 212, 223,  
234.

The following lots are 60' x 100':

10, 32, 60, 111, 235, 290, 299, 308, 317, 326, 368,  
393, 404, 415, 426, 437.

The following lots are 50' x 100':

11, 31, 33, 59, 61, 129, 138, 140, 149, 151, 160,  
162, 171, 173, 182, 184, 189, 191, 200, 202, 211,  
213, 222, 224, 233, 369, 370, 371.

The following lots are 50' x 110':

2-8, 102-110, 112.

The following lots are irregular in shape as follows:

1	71.83 x 60 x 81.19 x 68.25
19	60.13 x 80 x 63 x 80
20	123.05 x 81.58 x 80
21	84.61 x 43 x 78 x 45 x 65.80
22	84.61 x 64 x 80 x 52.06
44	65 x 80.62 x 75 x 80
45	120.91 x 55.01 x 43.04 x 80.62
46	175.52 x 79.25 x 55.01
47	70.69 x 80 x 58.04 x 79.25
75	55 x 80 x 75 x 80
76	80 x 38.68 x 32 x 60 x 77.16
77	55.65 x 80 x 62.49 x 79.8
78	70 x 80 x 53.45 x 80
79	70 x 80 x 53.45 x 80
80	70 x 80.12 x 53.44 x 80
240	40 x 38.34 x 4 x 104 x 24.03 x 100 x 50
241	51 x 82.82 x 50 x 80

249	79.35 x 80 x 24.03 x 112.67 x 24.49
250	115.2 x 121.05 x 80
264	196 x 80 x 71.05
280	50 x 80 x 50 x 80.04
281	50 x 80.04 x 63.99 x 87.55
282	50 x 87.55 x 36.01 x 61.82 x 79.15
283	63.64 (backside) x 61.82 x 50 x 40 x 68.89
284	50 x 93.06 x 55.44 x 21.82
285	50 x 33.14 x 111.48 x 30 x 93.06
289	80 x 50 x 85.44 x 80

B. Set-back and minimum separation distance requirements

There are several requirements of law with respect to how far each mobile home within the Park must be set back from the borders of its lot and the distance that must be maintained from each mobile home in the Park and its supporting facilities (for example, a carport) to other mobile homes, supporting facilities and structures in the Park.

The State Fire Marshal has established minimum separation and setback requirements, as follows:

Pursuant to §4A-42.05, Florida Administrative Code, the State Fire Marshal has adopted the NFPA Code. This code sets forth minimum separation distance requirements between mobile homes as follows:

5-2.1 Firesafety Separation Requirements.  
5.2.1.1

Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3.04 m) side to side, 8 ft. (2.44 m) end to side or 6 ft. (1.83 m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier. (See 5-4.1)

5-4 Accessory Building or Structure Firesafety  
5-4.1 Requirements.

A carport, awning, ramada, or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than 3 ft (0.91 m) from a building, cabana, or enclosed porch on an adjacent site. A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 ft. (1.52 m) from the site line of an adjoining site.

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, governmental rules or regulations are subject to amendment or repeal. No representation is made as to the interpretation of the set back and separation requirements set out above, nor as to the continuing applicability of such requirements after the delivery date. "Delivery date" as used herein is the date upon which the Prospectus is delivered to the tenant. Prospective tenants of the Park are advised to inquire with the above referenced authorities with respect to these matters.

Please note that the above quoted and referenced requirements concern only the set back and separation requirements applicable to the Park on the delivery date of this Prospectus, and that any one or more of such requirements may be subsequently modified or repealed. No continuing obligation is undertaken by the Park Owner to advise any Park resident or tenant of any subsequent modification, future adoption of additional requirements by any governmental body, or future repeal of these provisions. The requirements stated above may not be applicable to the Park, in whole or in part, due to the placement of homes in the Park prior to the enactment of those requirements, vested rights established under earlier ordinances, statutes or laws; or

other laws. The prospective tenant is advised to obtain further information regarding installation of mobile homes in the Park from the appropriate permitting authority.

#### C. Shared Facilities

The maximum number of lots that presently share the facilities in the Park is 442. There are plans to expand by an additional 197 lots, and as those lots become available, the residents of those lots will be sharing the facilities.

### IV. RECREATIONAL AND COMMON FACILITIES

The recreational and common facilities of the Park are as follows:

#### A. BUILDINGS

1. Building "A"--consists of approximately 1,150 square feet, with three rooms plus men's and ladies' restrooms. The Poolroom is approximately 660 square feet, the Library is approximately 115 square feet, and the Laundry is approximately 250 square feet. It has a total capacity of approximately 75 people.

2. Building "B"--consists of approximately 2,500 square feet with three (3) rooms and a ladies' and men's restroom. The meeting area is approximately 1,500 square feet, the kitchen is approximately 160 square feet, and a storage area of approximately 500 square feet. It has a total capacity of approximately 272 people.

#### B. SWIMMING POOL

The swimming pool is approximately 20 feet wide and 40 feet long. The pool is not heated. Its depth ranges from 3 ft. to 7 ft. The deck is approximately 3,571 square feet in size.

The swimming pool has a capacity of approximately 95 people. The deck has a capacity of approximately 80 people.

#### C. OTHER FACILITIES AND PERMANENT IMPROVEMENTS

A description of all other facilities and permanent improvements available for use by the mobile home owners, is as follows:

Tennis courts--there are two asphalt surface tennis courts.

Horseshoe pit--there is a clay horseshoe pit.

Boccie court--there is a clay Boccie court.

Picnic areas--there are two picnic areas: one covered and the other one open.

Shuffleboard courts--there are 4 covered and 11 courts.

Lake--there is a 28 acre lake available for fishing and non-power boat activities.

Parking--there is a permanent improvement of a parking facility used for recreational vehicles and boats. It is approximately 19,200 square feet and can accommodate approximately 40 vehicles and boats.

#### D. PERSONAL PROPERTY

A description of the items of personal property available for use by the mobile home owners, is as follows:

Shuffleboard equipment	Boccie Court equipment
Horseshoe equipment	Barbeque equipment
Pool room equipment	
Deck chairs, tables and umbrellas	
around swimming pool area	

#### E. DAYS AND HOURS OF OPERATION

The days and hours that the facilities of the Park will be generally available for use by the mobile home owners, is as follows:

The recreational facilities of the Park are generally open from 9:00 a.m. to 9:00 p.m., seven (7) days a week.

The Park Owner expressly reserves the right to alter the days and hours of operation in accordance with procedures prescribed in the Park Rules and Regulations. In case of emergency or repairs, the facility may be closed, and the residents will be notified promptly by posting such notice on the affected facility.

#### F. FUTURE IMPROVEMENTS

All facilities have been completed as of the Filing Date. The Owner reserves the right from time to time to alter or change any of such facilities or property by the removal, relocation or alteration of existing facilities and property or the construction of new facilities. No assurance is given that any of the foregoing facilities or property will remain available for the residents' use for any specified period after the Filing Date.

## V. PARK MANAGEMENT AND MAINTENANCE

The management of the Park is the responsibility of the Park Manager. The Park Manager's office is located adjacent to the tennis court, and will have posted days and hours of operation. All questions and problems concerning park operations should be directed to the Park Manager.

The maintenance and operation of the Park property is also the responsibility of the Park Manager. Any problems which arise concerning the Park property should be directed to the attention of the Park Manager.

The Owner may from time to time employ such additional maintenance personnel as the Owner may deem necessary or appropriate to properly operate the Park. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home located in the Park, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the Park.

## VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

A description of all improvements, both temporary and permanent, which are required to be installed by the mobile home owner on the mobile home lot as a condition of his occupancy in the Park, is as follows:

1. Concrete driveway--10 feet in width and a minimum of 54 feet in length.
2. Utility shed--minimum of 48 square feet.
3. Carport--aluminum with a minimum of 10 feet 6 inches in width and 36 feet in length.
4. Concrete block skirting with footing and stucco finish.
5. Concrete block stucco finished steps at each entrance.
6. Sod, deluxe landscaping.
7. All electric mobile home.

Tenants of the Park as of June 4, 1984, and those tenants of the Park prior to the delivery date of this Prospectus, were required to install the improvements as set out above upon becoming a tenant of the Park. To the extent that those tenants did not install the required permanent improvements, those requirements are still effective. There are no additional requirements established pursuant to this Prospectus as to the tenants described above.

All required improvements must meet specifications as established by the Park Owner. Current specifications are available from the Park Manager's office.

To the extent permitted by law, tenants assuming the remaining portion of a tenancy as prescribed by Section 723.059(3), F.S., will be required to upgrade the mobile home they are purchasing from the original tenant. The assuming tenant will be required to install improvements subject to the same terms and conditions of the Prospectus or offering circular as delivered to the initial recipient.

In general and except as expressly provided to the contrary in this Prospectus, and to the extent permitted by law, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping).

To the extent permitted by law, the mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park.

#### VII. UTILITIES AND OTHER SERVICES

The manner in which utility and other services will be provided and the person or entity furnishing those services, is as follows:

##### 1. Water

Water is provided by the Park which is billed to the Park residents in accordance with the settlement agreement attached as Exhibit F. Responsibility for water lines from the shut off valve to your mobile home are the mobile home owner's responsibility.

However, the Owner reserves the right, subject to the terms of the existing agreement in the Park (see Exhibit F), upon 90 days prior written notice to each owner of a mobile home in the Park, to cause each mobile home owner to be separately billed for water services either by individual meters for each mobile home lot in the Park or by an equitable apportionment of the total water charges billed to the Park.

## 2. Sewage

Sewage disposal is provided by the Park. Sewage charges are included in the lot rent, subject to pass-through of any cost increase due to an increase in gallons of water used or a rate increase as per the settlement agreement as set forth in Exhibit F. Responsibility for sewer lines within the Park are the Owner's, up to the in-ground connection of the sewer line to the mobile home. The in-ground connection and the lines to and including the mobile home lines are the mobile home owner's responsibility.

## 3. Waste Disposal

Waste disposal (garbage and trash Collection) is provided by the Park. The provision of adequate containers and delivering the containers to the appropriate location for pick up is the mobile home owner's responsibility.

As of the Filing Date, the Park does not separately bill the mobile home owners for the waste disposal services provided by the Park. However, the Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to (i) charge each mobile home owner separately for the waste disposal services provided by the Park through an equitable apportionment of the cost of such services, or (ii) discontinue the provision of waste disposal services by the Park and cause each mobile home owner to be separately billed for waste disposal services either by an equitable apportionment of the waste disposal service charged to the Park or by direct billing from the company or companies providing such services, or by both such apportionment and such direct billing.

## 4. Cable T.V.

Cable TV is provided by Cable Vision of Florida and is entirely the mobile home owner's responsibility.

## 5. Storm Drainage

Storm drains are provided and maintained by the Park.

## 6. Electricity

Electric power is provided by the Florida Power and Light Company. It is billed directly to the mobile home owner, and is the mobile home owner's sole responsibility. Florida Power and Light is responsible for the electric lines to the meter including the meter. The Park is responsible for the electric meter pedestal. Electric lines to the mobile home, the main breaker, and any other connection outside the mobile home is the responsibility of the mobile home owner.



8. Changes to Utilities and Other Services. The description of the utilities and other services set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the Filing Date. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the mobile home owners within the Park may be billed separately for utilities or services that are billed to the Park as of the Filing Date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Park as of the filing date.

#### VIII. INCREASES IN RENT AND OTHER CHARGES

##### Lot Rental Amount

The mobile home owner will be responsible for payment of rent, special use fees, pass-through charges, assessments, and other financial obligations, as follows:

##### A. Rent--

The base rent for your lot is \$\_\_\_\_\_ per month, and will be in effect from \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_.

##### B. Special Use Fees--

Other fees, charges, and assessments that the homeowner is responsible for are:

1. Application Fee--\$\_\_\_\_\_. This fee will be charged to all new tenants to the Park. Prospective tenants are required to submit an application, pay the application fee, and be approved by the Park prior to becoming a tenant of the Park.

2. Late Charge--\$\_\_\_\_\_, if rent is not paid by the 1st day of the month, and \$\_\_\_\_\_ for each additional day after the 5th of the month that rent is past due.

3. Returned Check Charge--\$\_\_\_\_\_.

4. Guest Fee--\$\_\_\_\_\_ per month per person. This fee will be assessed only if your guest's visit exceeds thirty (30) days, per year, or fifteen (15) days consecutively.

5. Lawn Maintenance--\$\_\_\_\_\_ per month. This fee will be assessed in accordance with the extent of the Lawn Maintenance required in the Rules and Regulations.

C. Pass-through Charges--

The mobile home owner will be responsible for payment of those costs charged to the Park Owner by state or local government or utility companies. The definition of pass-through charges is set forth in the section prescribing the manner of rent increases. The charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of leased mobile home spaces in the Park. Those items defined below as pass-through charges may be passed on to the resident more often than annually, however, the Park Owner reserves the right to recoup those costs in the form of future rent increases or other charges, rather than as pass-throughs.

D. Assessments

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Park Owner, as set forth in the section on increases in lot rental of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental for the period during which the assessment is to be imposed.

E. User Fees and Charges

The mobile home owner may at some time in the future be offered services by the Park Owner for which user fees will be charged. The user fees will only be charged to those mobile home owners who desire to use the services provided. User fees and charges are not related to the lot rental.

F. Generally

The costs of all other services required by the resident are solely the resident's responsibility.

The dollar amounts set above represent only the amounts charged for each rental category on the delivery date. As disclosed in this Prospectus, such amounts are subject to increase.

Wherever "0" appears above a blank for the amount charged for any rental category described above, it means that charges for that rental category are not imposed by the Owner on the delivery date. The amount for those charges may be increased as described in this Prospectus.

Nothing in this Prospectus shall be deemed a waiver of the Owner's right to collect from the mobile home owner any damages that the Owner may sustain as a result of or in connection with a tortious act, neglect or breach of lease by the mobile home owner or anyone permitted to be on Park property by the mobile home owner.

### Increases in Lot Rental

The manner in which lot rental will be increased, is as follows:

1. Definitions. As used in this Section VIII:

a. "Lot rental" means all sums paid or to be paid by the mobile home owner to Owner in consideration of leasing or renting a mobile home lot or lots in the Park. Such sums include any and all rents, special use fees, pass-through charges, installation and set-up charges, and other fees, charges and assessments imposed by the Owner.

b. "Special use fees" mean those separately itemized amounts for specific services or privileges which are charged in addition to rent, including, but not limited to, such charges as guest fees, pet fees and entrance fees.

c. "Pass-through charges" are defined as those amounts, other than special use fees, which are itemized and charged separately from the rent and which represent the mobile home owner's share of costs charged to the Park Owner by any state or local government or utility company.

2. Notice of Increase. The mobile home owner shall be notified of any increase in the lot rental at least 90 days prior to the effective date of such increase.

3. Lot Rental--Categories of Charges.

Current Lot Rental. A description of each category of charge comprising a part of the lot rental as of the date this Prospectus was delivered to the mobile home owner (the "delivery date"), and the dollar amount of each such charge as of the delivery date, is set forth above.

4. Lot Rental--Increases.

a. General. The lot rental and each of the categories of charges currently or hereafter comprising a

part of the lot rental are subject to periodic increases by the Owner. However, except for increases resulting from the imposition of pass-through charges, the lot rental will not be increased more frequently than annually, except for initial tenancies which commence after the beginning of the annual rental term.

b. Factors Affecting Increases. The factors affecting the amount of increases in the lot rental (or in any fee or charge currently or hereafter comprising a part of the lot rental) may include Increased Costs, Prevailing Market Rent, Prevailing Economic Conditions, 15% of the previous lot rental amount, or any other of the factors set out below, each determined and evaluated by the Owner at or prior to the time of furnishing notice of any increase in the lot rental.

Factors which may affect the level of increases in lot rental are as follows:

1. Water rates
2. Sewer rates
3. Electricity rates
4. Waste disposal
5. Maintenance costs
6. Management costs
7. Property taxes
8. Major repairs or improvements, to the extent permitted by law
9. Increased costs, which refers to any increases experienced by the Owner since the delivery of notice of the last increase in the lot rental in the total costs arising out of the ownership, operation and management of the Park. To the extent permitted by law, all present and future operating expenses and other charges of every kind and nature may be taken into account in determining the total costs, and such expenses and charges may include, but not necessarily be limited to:

(a) The costs of all insurance carried by owner with respect to the Park;

(b) The cost of general repairs, maintenance and replacement;

(c) The cost of janitorial services, security, cleaning, window washing and pest control;

(d) The cost of redecorating, renovating and landscaping the common facilities or areas in the Park, and of stripping, patching and repairing any roadways, vehicular parking areas or storage areas in the Park;

(e) The costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal;

(f) The cost of providing heating, ventilating, sewage and waste disposal, air-conditioning, and any other service attributable to the operation of any recreational building or other common area or facility in the Park;

(g) Reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Park;

(h) Reasonable management fees paid in connection with the operation and management of the Park, including any such fees paid to Owner or any affiliate of Owner;

(i) The cost of capital improvements or major repairs made in or for the benefit of the Park, and for the funding of any reserves for capital improvements or repairs, to the extent permitted by law.

(j) Rents and additional rents payable under any ground lease;

(k) License fees, permit fees and other fees and charges payable to the State of Florida or any agency or municipality thereof.

10. Prevailing Market Rent--Refers to the lot rental imposed in mobile home parks comparable to this Park, or the lot rental willingly paid from time to time by new residents of this Park. A park will be deemed comparable if it is located in the same general vicinity as this Park, and offers similar densities, amenities and services.

11. Prevailing Economic Conditions--are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the base rent and other charges or any increase in the amount thereof. These factors may include: (1) the costs attendant to the replacement of this Park in the economic environment existing at the time of any rental increase, including land acquisition costs, construction costs, and losses associated with the operation of a park prior to full occupancy, and the level at which the lot rental must be established in order that the Park Owner will realize a reasonable return on the costs referred to in this clause (1); (2) the level of interest rates and other financing charges associated with construction, interim and permanent financing; (3) the availability of alternative forms of real estate investments which, absent the rental increase in question, might reasonably be expected to yield a greater return on investment capital; (4) the levels of the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U.S. City Average--All Urban

Consumers, 1967 = 100, or, in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index; (5) the level at which the lot rental must be established in order that the Owner will realize a reasonable return on the "Owners's Equity"; for this purpose, the "Owner's Equity" refers to the fair market value of the Park from time to time, less existing mortgage indebtedness; (6) other economic factors which might reasonably be expected to affect either the value of the Park, the rate of return available to the Owner of the Park at the existing level of rent, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of rental increase required in the Park in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Park.

12. Professional fees--including but not limited to, fees to accountants, attorneys, engineers, architects and consultants, employed to assist in the operation, management, development, and administration of the Park, including all costs of litigation.

13. Pass-through charges--As stated above, the mobile home owner will be responsible for payment of pass-through charges. Pass-through charges will only be used as a factor for future rent increases to the extent those charges are not directly passed through to the resident.

14. To the extent permitted by law, the mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park.

15. Costs incurred as a result of actions by state or local government or utility company.

#### Additional Considerations

The reasons for the increase in lot rental or other fees and charges will be set forth in the notice of increase. Only those factors set forth in the notice will be relied upon by the Park Owner as justification for the rent increase.

The Park Owner reserves the right to amend this Prospectus or any exhibit thereto from time to time to the extent permitted by law to conform with changes in relevant statutory provisions or changes in relevant rules of the Department of Business Regulation, or any other agency having jurisdiction over the operation of this mobile home park.

The sections above are intended only to provide the Park resident with a listing of factors which may be considered by the Owner in whole or in part in establishing the amount of increases in lot rental.

An increase in one or more of the above-described factors may result in an increase in the mobile home owner's rent or other charges.

Tenants assuming the remaining portion of a tenancy as prescribed by §723.059(3), F.S., are hereby notified that upon the expiration of the assumed tenancy, the Park Owner expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the Park Owner with such increase being imposed in the manner disclosed in the Prospectus delivered to the initial recipient.

## IX. PARK RULES AND REGULATIONS

### A. Current Park Rules or Regulations

The current Park Rules and Regulations governing mobile home owners' behavior, guest procedures, time for using recreational and other facilities and any other rules, is attached as Exhibit A. These Rules and Regulations were promulgated prior to the effective date of the Florida Mobile Home Act which made several changes to the laws of the State of Florida governing mobile home parks. Accordingly, several provisions of the Rules and Regulations attached to this Prospectus as Exhibit A may need to be revised to conform to existing law.

To the extent the current Rules and Regulations are inconsistent with existing law, they are invalid.

### B. Changes in Rules and Regulations

The Park Owner shall give written notice to each mobile home owner at least ninety (90) days prior to any change in Rules and Regulations. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety, and welfare may be enforced prior to the expiration of the ninety (90) day period.

## X. ZONING

The nature and type of zoning under which the Park operates, the permitted uses under such zoning classification and the name of the zoning authority which has jurisdiction over the land comprising the Park, is as follows:

The property previously described is zoned TR-3, for single family mobile homes exclusive of travel trailers and recreational vehicles.

Jurisdiction over the said property is the Brevard County Planning and Zoning Commission with all water ways and lakes coming under the jurisdiction of the St. John's River Water Management District.

The Park Owner has no definite future plans to seek a change in the use of land comprising the Park. However, the Park Owner expressly reserves the right to change the use of this property at some future date. In the event the Owner decides to convert to a condominium or subdivision type of ownership, the then present tenants in the Park will be offered the right of first refusal.



## XI. EXHIBITS

The following exhibits are required attachments to this Prospectus.

Exhibit A -- Rules and Regulations

Exhibit B -- Layout of the Park

Exhibit C -- Covenants and Restrictions

Exhibit D -- Rental Agreement

Exhibit E -- Ground Lease

Exhibit F -- Settlement Agreement

TELEPHONE MEMO

TO: File	DATE: 4-16-86
FROM: Jim Leftthier	TIME: AM 1:40 PM
SUBJECT: <del>Agency</del> Lampighter Village - 0500775P	

Called David Costman's office to tell him  
that the ~~last~~ 3 paragraphs on page 2 of the  
prospectus had been left out of the revision.

*unapproved*

LAW OFFICES

HABEN, PARKER, SKELDING, COSTIGAN, MCVOY & LABASKY

THE MADIGAN BUILDING  
318 NORTH MONROE STREET  
TALLAHASSEE, FLORIDA

JULIUS F. PARKER, JR.  
RALPH H. HABEN, JR.  
JACK M. SKELDING, JR.  
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TERRELL C. MADIGAN  
BOB L. HARRIS  
DAVID D. EASTMAN

GAYLE SMITH SWEDMARK  
OF COUNSEL

JULIUS F. PARKER (1910-1966)  
JOHN A. MADIGAN, JR. (1919-1984)  
MILLARD F. CALDWELL (1897-1984)

REPLY TO: P. O. BOX 669  
TALLAHASSEE, FL 32302  
TELE: (904) 222-3730

March 28, 1986


Mr. James Leftheris  
Bureau of Mobile Homes  
Department of Business Regulation  
725 S. Bronough Street  
The Johns Building  
Tallahassee, Florida 32301-1927

Re: Lamplighter Village - 0500775P

Dear Mr. Leftheris:

Enclosed is a copy of the corrections to the above-referenced prospectus as discussed with you this morning. Thank you very much for your review of this information.

Sincerely,



David D. Eastman

DDE/lmw

*Hand Delivered*  
DATE RECEIVED *3/27/86 @ 3:45*  
*Clair Duann*  
BUREAU OF MOBILE HOMES

PROSPECTUS FOR  
LAMPLIGHTER VILLAGE

I. NAME AND ADDRESS OF PARK

The name and address of the mobile home park (the "Park") is as follows:

Lamplighter Village  
500 North John Rhodes Boulevard  
Melbourne, FL 32935

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive notices and demands on the Park Owner's behalf:

Mrs. Adriane Lane, Manager  
Lamplighter Village  
500 North John Rhodes Boulevard  
Melbourne, FL 32935

III. PARK PROPERTY DESCRIPTION

A. Lot Sizes

1. There are 442 lots in Lamplighter Village. The lots are classified as follows:

- a. Lakefront lots - 77
- b. Inside lots - 365

2. Size of Lots - the following lots are 50' x 80':

12-18, 23-30, 34-43, 48-58, 62-74, 81-101, 113-122, 125-127, 130-132, 135-137, 141-143, 146-148, 152-154, 157-159, 163-165, 168-170, 174-176, 179-181, 185-188, 192-194, 197-199, 203-205, 208-210, 214-216, 219-221, 225-227, 230-232, 236-238, 242, 245-248, 251-255, 258-263, 268-272, 275-279, 287, 288, 292, 293, 296, 297, 301, 302, 305, 306, 310, 311, 314, 315, 319, 320, 323, 324, 328, 329, 332, 333, 335-357, 359-363, 365-367, 377-386, 398-391, 395-397, 400-402, 406-408, 411-413, 417-419, 422-424, 428-430, 433-435, 439-441.

The following lots are 70' x 80':

123, 124, 133, 134, 144, 145, 155, 156, 166, 167,  
177, 178, 195, 196, 206, 207, 217, 218, 228, 229,  
239, 243, 244, 256, 257, 265-267, 273, 274, 286,  
294, 295, 303, 304, 312, 313, 321, 322, 330, 331,  
358, 364, 387, 388, 398, 399, 409, 410, 420, 421,  
431, 432, 442.

The following lots are 50' x 90':

291, 298, 300, 307, 309, 316, 318, 325, 372, 373,  
374, 375, 376, 392, 394, 403, 405, 414, 416, 425,  
427, 436, 438.

The following lots are 60' x 90':

128, 139, 150, 161, 172, 183, 190, 201, 212, 223,  
234.

The following lots are 60' x 100':

10, 32, 60, 111, 235, 290, 299, 308, 317, 326, 368,  
393, 404, 415, 426, 437.

The following lots are 50' x 100':

11, 31, 33, 59, 61, 129, 138, 140, 149, 151, 160,  
162, 171, 173, 182, 184, 189, 191, 200, 202, 211,  
213, 222, 224, 233, 369, 370, 371.

The following lots are 50' x 110':

2-8, 102-110, 112.

The following lots are irregular in shape as follows:

1	71.83 x 60 x 81.19 x 68.25
19	60.13 x 80 x 63 x 80
20	123.05 x 81.58 x 80
21	84.61 x 43 x 78 x 45 x 65.80
22	84.61 x 64 x 80 x 52.06
44	65 x 80.62 x 75 x 80
45	120.91 x 55.01 x 43.04 x 80.62
46	175.52 x 79.25 x 55.01
47	70.69 x 80 x 58.04 x 79.25
75	55 x 80 x 75 x 80
76	80 x 38.68 x 32 x 60 x 77.16
77	55.65 x 80 x 62.49 x 79.8
78	70 x 80 x 53.45 x 80
79	70 x 80 x 53.45 x 80
80	70 x 80.12 x 53.44 x 80
240	40 x 38.34 x 4 x 104 x 24.03 x 100 x 50
241	51 x 82.82 x 50 x 80

STATE OF FLORIDA



DEPARTMENT OF BUSINESS REGULATION

THE JOHNS BUILDING  
725 SOUTH BRONOUGH STREET  
TALLAHASSEE, FLORIDA 32301

Bob Graham, Governor  
R. B. Burroughs, Jr., Secretary

January 6, 1986

E. James Kearney, Director  
Division of Florida Land Sales,  
Condominiums & Mobile Homes

Mr. David Eastman  
318 North Monroe Street  
Tallahassee, FL 32302

RE: Lamplighter Village  
0500775P

Dear Mr. Eastman:

This is in response to your letter regarding corrections made to the above referenced prospectus filing. These corrections have been reviewed and the following deficiencies remain outstanding:

1. The prospectus still does not describe the approximate size of each lot as required by Section 723.012(4) (C)1., Florida Statutes. All lots must be described by their dimensions. The last section of the lot size disclosure on page 2 of the prospectus does not disclose the approximate dimensions of these lots.
2. The second paragraph under the park property description on page 1 of the prospectus is in conflict with Rule 7D-31.01(5), Florida Administrative Code. This paragraph states that the park owner may reclassify lots. This rule only allows the park owner to reclassify a lot if the affected home owner agrees or if the tenancy is terminated and a new prospectus is prepared. This language was not disclosed in the prior submission of this prospectus.

Office of the Secretary

Division of Hotels & Restaurants

Division of Alcoholic Beverages & Tobacco

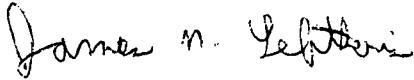
Division of Florida Land Sales,  
Condominiums & Mobile Homes

Division of Pari-Mutuel Wagering  
1350 N.W. 12th Avenue, Room 332  
Miami, Florida 33136

EASTMAN, DAVID  
Page 2

Thank you for your cooperation in correcting these deficiencies. We will make every effort to expedite your file upon receiving these corrections.

Sincerely,



James N. Leftheris, Specialist  
Education/Examination Section  
Bureau of Mobile Homes

JNL/ja

cc: Lamplighter Village Associates, Ltd.  
300 Biscayne Boulevard Way  
Miami, Florida 33131

LAW OFFICES

HABEN, PARKER, SKELDING, COSTIGAN, MCVOY & LABASKY

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OF COUNSEL

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MILLARD F. CALDWELL (1897-1984)

REPLY TO: P. O. BOX 669  
TALLAHASSEE, FL 32302  
TELE: (904) 222-3730

November 27, 1985

Mr. James Leftheris, Specialist  
Education/Examination Section  
Bureau of Mobile Homes  
The Johns Building  
725 S. Bronough Street  
Tallahassee, FL 32301-1927

Re: Lamplighter Village - 05007775P

Dear Mr. Leftheris:

Enclosed is a copy of the revised prospectus for Lamplighter Village. The difference between this prospectus and the earlier submission to you is the addition on page 2 and 3 of the lot sizes for the various lots within the park. In that this information was so large it resulted in the re-numbering of all pages in the prospectus. However, there have been no other changes made to the prospectus. If I can be of any further assistance to you in this matter, please contact me.

Sincerely,



David D. Eastman

DDE/lw

RECEIVED  
DEPT. OF REVENUE  
1985 DEC -3 PM 3:45  
DIV. OF SALES & TAX  
TALLAHASSEE, FL  
COMMUNICATIONS SECTION



Rev. Rec.  
11-27-85

PROSPECTUS  
FOR  
LAMPLIGHTER VILLAGE

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN LEASING A MOBILE HOME LOT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

4. IF THIS PROSPECTUS WAS RECEIVED PRIOR TO OCCUPANCY IN A MOBILE HOME PARK, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS, OR UNTIL OCCUPANCY IN THE PARK, WHICHEVER OCCURS FIRST.

PROSPECTUS FOR  
LAMPLIGHTER VILLAGE  
INDEX OF CONTENTS AND EXHIBITS

I.	Park Name and Address. . . . .	1
II.	Notices and Demands. . . . .	1
III.	Description of the Park Property . . . . .	1
IV.	Description of Recreational and Other Common Facilities . . . . .	4
V.	Park Management. . . . .	6
VI.	Mobile Home Owners Improvements Required . . . . .	6
VII.	Utilities and Services . . . . .	7
VIII.	Increases in Rent and Other Charges. . . . .	9
IX.	Park Rules and Regulations . . . . .	15
X.	Park Zoning. . . . .	15
XI.	Exhibits . . . . .	17
	Exhibit A - Rules and Regulations	
	Exhibit B - Layout of the Park	
	Exhibit C - Covenants and Restrictions	
	Exhibit D - Rental Agreement	
	Exhibit E - Ground Lease	
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The following person is authorized to receive notices and demands on the Park Owner's behalf:

Mrs. Adriane Lane, Manager  
Lamplighter Village  
500 North John Rhodes Boulevard  
Melbourne, FL 32935

III. PARK PROPERTY DESCRIPTION

A. Lot Sizes

1. There are 442 lots in Lamplighter Village. The lots are classified as follows:

- a. Lakefront lots - 77
- b. Inside lots - 365

However, the owner of the Park reserves the right from time to time to reclassify any or all of the lots in the Park with respect to such reasonable factors as size and location.

2. Size of Lots - the following lots are 50' x 80':

12-18, 23-30, 34-43, 48-58, 62-74, 81-101, 113-122,  
125-127, 130-132, 135-137, 141-143, 146-148,  
152-154, 157-159, 163-165, 168-170, 174-176,  
179-181, 185-188, 192-194, 197-199, 203-205,  
208-210, 214-216, 219-221, 225-227, 230-232,  
236-238, 242, 245-248, 251-255, 258-263, 268-272,  
275-279, 287, 288, 292, 293, 296, 297, 301, 302,  
305, 306, 310, 311, 314, 315, 319, 320, 323, 324,  
328, 329, 332, 333, 335-357, 359-363, 365-367,  
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The following lots are 70' x 80':

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294, 295, 303, 304, 312, 313, 321, 322, 330, 331,  
358, 364, 387, 388, 398, 399, 409, 410, 420, 421,  
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The following lots are 50' x 90':

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The following lots are 60' x 90':

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The following lots are 60' x 100':

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162, 171, 173, 182, 184, 189, 191, 200, 202, 211,  
213, 222, 224, 233, 369, 370, 371.

The following lots are 50' x 110':

2-8, 102-110, 112.

The following lots are irregular in shape:

1, 20, 19, 21, 22, 44-47, 75-80, 240, 241, 249, 250,  
264, 280-285, 289.

B. Set-back and minimum separation distance requirements

There are several requirements of law with respect to how far each mobile home within the Park must be set back from the borders of its lot and the distance that must be maintained from each mobile home in the Park and its supporting facilities (for example, a carport) to other mobile homes, supporting facilities and structures in the Park.

The State Fire Marshal has established minimum separation and setback requirements, as follows:

Pursuant to §4A-42.05, Florida Administrative Code, the State Fire Marshal has adopted the NFPA Code. This code sets forth minimum separation distance requirements between mobile homes as follows:

## 5-2.1 Firesafety Separation Requirements.

### 5.2.1.1

Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3.04 m) side to side, 8 ft. (2.44 m) end to side or 6 ft. (1.83 m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier. (See 5-4.1)

## 5-4 Accessory Building or Structure Firesafety Requirements.

A carport, awning, ramada, or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than 3 ft (0.91 m) from a building, cabana, or enclosed porch on an adjacent site. A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 ft. (1.52 m) from the site line of an adjoining site.

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, governmental rules or regulations are subject to amendment or repeal. No representation is made as to the interpretation of the set back and separation requirements set out above, nor as to the continuing applicability of such requirements after the delivery date. "Delivery date" as used herein is the date upon which the Prospectus is delivered to the tenant. Prospective tenants of the Park are advised to inquire with the above referenced authorities with respect to these matters.

Please note that the above quoted and referenced requirements concern only the set back and separation requirements applicable to the Park on the delivery date of this Prospectus, and that any one or more of such requirements may be subsequently modified or repealed. No continuing obligation is undertaken by the Park Owner to advise any Park resident or tenant of any subsequent modification, future adoption of additional requirements by any governmental body, or future repeal of these provisions. The requirements stated above may not be applicable to the Park, in whole or in part, due to the placement of homes in the Park prior to the enactment of those requirements, vested rights established under earlier ordinances, statutes or laws; or

other laws. The prospective tenant is advised to obtain further information regarding installation of mobile homes in the Park from the appropriate permitting authority.

#### C. Shared Facilities

The maximum number of lots that presently share the facilities in the Park is 442. There are plans to expand by an additional 197 lots, and as those lots become available, the residents of those lots will be sharing the facilities.

### IV. RECREATIONAL AND COMMON FACILITIES

The recreational and common facilities of the Park are as follows:

#### A. BUILDINGS

1. Building "A"--consists of approximately 1,150 square feet, with three rooms plus men's and ladies' restrooms. The Poolroom is approximately 660 square feet, the Library is approximately 115 square feet, and the Laundry is approximately 250 square feet. It has a total capacity of approximately 75 people.

2. Building "B"--consists of approximately 2,500 square feet with three (3) rooms and a ladies' and men's restroom. The meeting area is approximately 1,500 square feet, the kitchen is approximately 160 square feet, and a storage area of approximately 500 square feet. It has a total capacity of approximately 272 people.

#### B. SWIMMING POOL

The swimming pool is approximately 20 feet wide and 40 feet long. The pool is not heated. Its depth ranges from 3 ft. to 7 ft. The deck is approximately 3,571 square feet in size.

The swimming pool has a capacity of approximately 95 people. The deck has a capacity of approximately 80 people.

#### C. OTHER FACILITIES AND PERMANENT IMPROVEMENTS

A description of all other facilities and permanent improvements available for use by the mobile home owners, is as follows:

Tennis courts--there are two asphalt surface tennis courts.

Horseshoe pit--there is a clay horseshoe pit.

Boccie court--there is a clay Boccie court.

Picnic areas--there are two picnic areas: one covered and the other one open.

Shuffleboard courts--there are 4 covered and 11 courts.

Lake--there is a 28 acre lake available for fishing and non-power boat activities.

Parking--there is a permanent improvement of a parking facility used for recreational vehicles and boats. It is approximately 19,200 square feet and can accommodate approximately 40 vehicles and boats.

#### D. PERSONAL PROPERTY

A description of the items of personal property available for use by the mobile home owners, is as follows:

Shuffleboard equipment	Boccie Court equipment
Horseshoe equipment	Barbeque equipment
Pool room equipment	
Deck chairs, tables and umbrellas	
around swimming pool area	

#### E. DAYS AND HOURS OF OPERATION

The days and hours that the facilities of the Park will be generally available for use by the mobile home owners, is as follows:

The recreational facilities of the Park are generally open from 9:00 a.m. to 9:00 p.m., seven (7) days a week.

The Park Owner expressly reserves the right to alter the days and hours of operation in accordance with procedures prescribed in the Park Rules and Regulations. In case of emergency or repairs, the facility may be closed, and the residents will be notified promptly by posting such notice on the affected facility.

#### F. FUTURE IMPROVEMENTS

All facilities have been completed as of the Filing Date. The Owner reserves the right from time to time to alter or change any of such facilities or property by the removal, relocation or alteration of existing facilities and property or the construction of new facilities. No assurance is given that any of the foregoing facilities or property will remain available for the residents' use for any specified period after the Filing Date.

## V. PARK MANAGEMENT AND MAINTENANCE

The management of the Park is the responsibility of the Park Manager. The Park Manager's office is located adjacent to the tennis court, and will have posted days and hours of operation. All questions and problems concerning park operations should be directed to the Park Manager.

The maintenance and operation of the Park property is also the responsibility of the Park Manager. Any problems which arise concerning the Park property should be directed to the attention of the Park Manager.

The Owner may from time to time employ such additional maintenance personnel as the Owner may deem necessary or appropriate to properly operate the Park. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home located in the Park, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the Park.

## VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

A description of all improvements, both temporary and permanent, which are required to be installed by the mobile home owner on the mobile home lot as a condition of his occupancy in the Park, is as follows:

1. Concrete driveway--10 feet in width and a minimum of 54 feet in length.
2. Utility shed--minimum of 48 square feet.
3. Carport--aluminum with a minimum of 10 feet 6 inches in width and 36 feet in length.
4. Concrete block skirting with footing and stucco finish.
5. Concrete block stucco finished steps at each entrance.
6. Sod, deluxe landscaping.
7. All electric mobile home.

Tenants of the Park as of June 4, 1984, and those tenants of the Park prior to the delivery date of this Prospectus, were required to install the improvements as set out above upon becoming a tenant of the Park. To the extent that those tenants did not install the required permanent improvements, those requirements are still effective. There are no additional requirements established pursuant to this Prospectus as to the tenants described above.



All required improvements must meet specifications as established by the Park Owner. Current specifications are available from the Park Manager's office.

To the extent permitted by law, tenants assuming the remaining portion of a tenancy as prescribed by Section 723.059(3), F.S., will be required to upgrade the mobile home they are purchasing from the original tenant. The assuming tenant will be required to install improvements subject to the same terms and conditions of the Prospectus or offering circular as delivered to the initial recipient.

In general and except as expressly provided to the contrary in this Prospectus, and to the extent permitted by law, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping).

To the extent permitted by law, the mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park.

#### VII. UTILITIES AND OTHER SERVICES

The manner in which utility and other services will be provided and the person or entity furnishing those services, is as follows:

##### 1. Water

Water is provided by the Park which is billed to the Park residents in accordance with the settlement agreement attached as Exhibit F. Responsibility for water lines from the shut off valve to your mobile home are the mobile home owner's responsibility.

However, the Owner reserves the right, subject to the terms of the existing agreement in the Park (see Exhibit F), upon 90 days prior written notice to each owner of a mobile home in the Park, to cause each mobile home owner to be separately billed for water services either by individual meters for each mobile home lot in the Park or by an equitable apportionment of the total water charges billed to the Park.

## 2. Sewage

Sewage disposal is provided by the Park. Sewage charges are included in the lot rent, subject to pass-through of any cost increase due to an increase in gallons of water used or a rate increase as per the settlement agreement as set forth in Exhibit F. Responsibility for sewer lines within the Park are the Owner's, up to the in-ground connection of the sewer line to the mobile home. The in-ground connection and the lines to and including the mobile home lines are the mobile home owner's responsibility.

## 3. Waste Disposal

Waste disposal (garbage and trash Collection) is provided by the Park. The provision of adequate containers and delivering the containers to the appropriate location for pick up is the mobile home owner's responsibility.

As of the Filing Date, the Park does not separately bill the mobile home owners for the waste disposal services provided by the Park. However, the Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to (i) charge each mobile home owner separately for the waste disposal services provided by the Park through an equitable apportionment of the cost of such services, or (ii) discontinue the provision of waste disposal services by the Park and cause each mobile home owner to be separately billed for waste disposal services either by an equitable apportionment of the waste disposal service charged to the Park or by direct billing from the company or companies providing such services, or by both such apportionment and such direct billing.

## 4. Cable T.V.

Cable TV is provided by Cable Vision of Florida and is entirely the mobile home owner's responsibility.

## 5. Storm Drainage

Storm drains are provided and maintained by the Park.

## 6. Electricity

Electric power is provided by the Florida Power and Light Company. It is billed directly to the mobile home owner, and is the mobile home owner's sole responsibility. Florida Power and Light is responsible for the electric lines to the meter including the meter. The Park is responsible for the electric meter pedestal. Electric lines to the mobile home, the main breaker, and any other connection outside the mobile home is the responsibility of the mobile home owner.

8. Changes to Utilities and Other Services. The description of the utilities and other services set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the Filing Date. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the mobile home owners within the Park may be billed separately for utilities or services that are billed to the Park as of the Filing Date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Park as of the filing date.

#### VIII. INCREASES IN RENT AND OTHER CHARGES

##### Lot Rental Amount

The mobile home owner will be responsible for payment of rent, special use fees, pass-through charges, assessments, and other financial obligations, as follows:

##### A. Rent--

The base rent for your lot is \$\_\_\_\_\_ per month, and will be in effect from \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_.

##### B. Special Use Fees--

Other fees, charges, and assessments that the homeowner is responsible for are:

1. Application Fee--\$\_\_\_\_\_. This fee will be charged to all new tenants to the Park. Prospective tenants are required to submit an application, pay the application fee, and be approved by the Park prior to becoming a tenant of the Park.

2. Late Charge--\$\_\_\_\_\_, if rent is not paid by the 1st day of the month, and \$\_\_\_\_\_ for each additional day after the 5th of the month that rent is past due.

3. Returned Check Charge--\$\_\_\_\_\_.

4. Guest Fee--\$\_\_\_\_\_ per month per person. This fee will be assessed only if your guest's visit exceeds thirty (30) days, per year, or fifteen (15) days consecutively.

5. Lawn Maintenance--\$\_\_\_\_\_ per month. This fee will be assessed in accordance with the extent of the Lawn Maintenance required in the Rules and Regulations.

C. Pass-through Charges--

The mobile home owner will be responsible for payment of those costs charged to the Park Owner by state or local government or utility companies. The definition of pass-through charges is set forth in the section prescribing the manner of rent increases. The charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of leased mobile home spaces in the Park. Those items defined below as pass-through charges may be passed on to the resident more often than annually, however, the Park Owner reserves the right to recoup those costs in the form of future rent increases or other charges, rather than as pass-throughs.

D. Assessments

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Park Owner, as set forth in the section on increases in lot rental of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental for the period during which the assessment is to be imposed.

E. User Fees and Charges

The mobile home owner may at some time in the future be offered services by the Park Owner for which user fees will be charged. The user fees will only be charged to those mobile home owners who desire to use the services provided. User fees and charges are not related to the lot rental.

F. Generally

The costs of all other services required by the resident are solely the resident's responsibility.

The dollar amounts set above represent only the amounts charged for each rental category on the delivery date. As disclosed in this Prospectus, such amounts are subject to increase.

Wherever "0" appears above a blank for the amount charged for any rental category described above, it means that charges for that rental category are not imposed by the Owner on the delivery date. The amount for those charges may be increased as described in this Prospectus.

Nothing in this Prospectus shall be deemed a waiver of the Owner's right to collect from the mobile home owner any damages that the Owner may sustain as a result of or in connection with a tortious act, neglect or breach of lease by the mobile home owner or anyone permitted to be on Park property by the mobile home owner.

### Increases in Lot Rental

The manner in which lot rental will be increased, is as follows:

1. Definitions. As used in this Section VIII:

a. "Lot rental" means all sums paid or to be paid by the mobile home owner to Owner in consideration of leasing or renting a mobile home lot or lots in the Park. Such sums include any and all rents, special use fees, pass-through charges, installation and set-up charges, and other fees, charges and assessments imposed by the Owner.

b. "Special use fees" mean those separately itemized amounts for specific services or privileges which are charged in addition to rent, including, but not limited to, such charges as guest fees, pet fees and entrance fees.

c. "Pass-through charges" are defined as those amounts, other than special use fees, which are itemized and charged separately from the rent and which represent the mobile home owner's share of costs charged to the Park Owner by any state or local government or utility company.

2. Notice of Increase. The mobile home owner shall be notified of any increase in the lot rental at least 90 days prior to the effective date of such increase.

3. Lot Rental--Categories of Charges.

Current Lot Rental. A description of each category of charge comprising a part of the lot rental as of the date this Prospectus was delivered to the mobile home owner (the "delivery date"), and the dollar amount of each such charge as of the delivery date, is set forth above.

4. Lot Rental--Increases.

a. General. The lot rental and each of the categories of charges currently or hereafter comprising a

part of the lot rental are subject to periodic increases by the Owner. However, except for increases resulting from the imposition of pass-through charges, the lot rental will not be increased more frequently than annually, except for initial tenancies which commence after the beginning of the annual rental term.

b. Factors Affecting Increases. The factors affecting the amount of increases in the lot rental (or in any fee or charge currently or hereafter comprising a part of the lot rental) may include Increased Costs, Prevailing Market Rent, Prevailing Economic Conditions, 15% of the previous lot rental amount, or any other of the factors set out below, each determined and evaluated by the Owner at or prior to the time of furnishing notice of any increase in the lot rental.

Factors which may affect the level of increases in lot rental are as follows:

1. Water rates
2. Sewer rates
3. Electricity rates
4. Waste disposal
5. Maintenance costs
6. Management costs
7. Property taxes
8. Major repairs or improvements, to the extent permitted by law
9. Increased costs, which refers to any increases experienced by the Owner since the delivery of notice of the last increase in the lot rental in the total costs arising out of the ownership, operation and management of the Park. To the extent permitted by law, all present and future operating expenses and other charges of every kind and nature may be taken into account in determining the total costs, and such expenses and charges may include, but not necessarily be limited to:

(a) The costs of all insurance carried by owner with respect to the Park;

(b) The cost of general repairs, maintenance and replacement;

(c) The cost of janitorial services, security, cleaning, window washing and pest control;

(d) The cost of redecorating, renovating and landscaping the common facilities or areas in the Park, and of stripping, patching and repairing any roadways, vehicular parking areas or storage areas in the Park;

(e) The costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal;

(f) The cost of providing heating, ventilating, sewage and waste disposal, air-conditioning, and any other service attributable to the operation of any recreational building or other common area or facility in the Park;

(g) Reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Park;

(h) Reasonable management fees paid in connection with the operation and management of the Park, including any such fees paid to Owner or any affiliate of Owner;

(i) The cost of capital improvements or major repairs made in or for the benefit of the Park, and for the funding of any reserves for capital improvements or repairs, to the extent permitted by law.

(j) Rents and additional rents payable under any ground lease;

(k) License fees, permit fees and other fees and charges payable to the State of Florida or any agency or municipality thereof.

10. Prevailing Market Rent--Refers to the lot rental imposed in mobile home parks comparable to this Park, or the lot rental willingly paid from time to time by new residents of this Park. A park will be deemed comparable if it is located in the same general vicinity as this Park, and offers similar densities, amenities and services.

11. Prevailing Economic Conditions--are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the base rent and other charges or any increase in the amount thereof. These factors may include: (1) the costs attendant to the replacement of this Park in the economic environment existing at the time of any rental increase, including land acquisition costs, construction costs, and losses associated with the operation of a park prior to full occupancy, and the level at which the lot rental must be established in order that the Park Owner will realize a reasonable return on the costs referred to in this clause (1); (2) the level of interest rates and other financing charges associated with construction, interim and permanent financing; (3) the availability of alternative forms of real estate investments which, absent the rental increase in question, might reasonably be expected to yield a greater return on investment capital; (4) the levels of the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U.S. City Average--All Urban

Consumers, 1967 = 100, or, in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index; (5) the level at which the lot rental must be established in order that the Owner will realize a reasonable return on the "Owners's Equity"; for this purpose, the "Owner's Equity" refers to the fair market value of the Park from time to time, less existing mortgage indebtedness; (6) other economic factors which might reasonably be expected to affect either the value of the Park, the rate of return available to the Owner of the Park at the existing level of rent, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of rental increase required in the Park in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Park.

12. Professional fees--including but not limited to, fees to accountants, attorneys, engineers, architects and consultants, employed to assist in the operation, management, development, and administration of the Park, including all costs of litigation.

13. Pass-through charges--As stated above, the mobile home owner will be responsible for payment of pass-through charges. Pass-through charges will only be used as a factor for future rent increases to the extent those charges are not directly passed through to the resident.

14. To the extent permitted by law, the mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park.

15. Costs incurred as a result of actions by state or local government or utility company.

#### Additional Considerations

The reasons for the increase in lot rental or other fees and charges will be set forth in the notice of increase. Only those factors set forth in the notice will be relied upon by the Park Owner as justification for the rent increase.

The Park Owner reserves the right to amend this Prospectus or any exhibit thereto from time to time to the extent permitted by law to conform with changes in relevant statutory provisions or changes in relevant rules of the Department of Business Regulation, or any other agency having jurisdiction over the operation of this mobile home park.



The sections above are intended only to provide the Park resident with a listing of factors which may be considered by the Owner in whole or in part in establishing the amount of increases in lot rental.

An increase in one or more of the above-described factors may result in an increase in the mobile home owner's rent or other charges.

Tenants assuming the remaining portion of a tenancy as prescribed by §723.059(3), F.S., are hereby notified that upon the expiration of the assumed tenancy, the Park Owner expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the Park Owner with such increase being imposed in the manner disclosed in the Prospectus delivered to the initial recipient.

#### IX. PARK RULES AND REGULATIONS

##### A. Current Park Rules or Regulations

The current Park Rules and Regulations governing mobile home owners' behavior, guest procedures, time for using recreational and other facilities and any other rules, is attached as Exhibit A. These Rules and Regulations were promulgated prior to the effective date of the Florida Mobile Home Act which made several changes to the laws of the State of Florida governing mobile home parks. Accordingly, several provisions of the Rules and Regulations attached to this Prospectus as Exhibit A may need to be revised to conform to existing law.

To the extent the current Rules and Regulations are inconsistent with existing law, they are invalid.

##### B. Changes in Rules and Regulations

The Park Owner shall give written notice to each mobile home owner at least ninety (90) days prior to any change in Rules and Regulations. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety, and welfare may be enforced prior to the expiration of the ninety (90) day period.

#### X. ZONING

The nature and type of zoning under which the Park operates, the permitted uses under such zoning classification and the name of the zoning authority which has jurisdiction over the land comprising the Park, is as follows:

The property previously described is zoned TR-3, for single family mobile homes exclusive of travel trailers and recreational vehicles.

Jurisdiction over the said property is the Brevard County Planning and Zoning Commission with all water ways and lakes coming under the jurisdiction of the St. John's River Water Management District.

The Park Owner has no definite future plans to seek a change in the use of land comprising the Park. However, the Park Owner expressly reserves the right to change the use of this property at some future date. In the event the Owner decides to convert to a condominium or subdivision type of ownership, the then present tenants in the Park will be offered the right of first refusal.

## XI. EXHIBITS

The following exhibits are required attachments to this Prospectus.

Exhibit A -- Rules and Regulations

Exhibit B -- Layout of the Park

Exhibit C -- Covenants and Restrictions

Exhibit D -- Rental Agreement

Exhibit E -- Ground Lease

Exhibit F -- Settlement Agreement

# TELEPHONE MEMO

TO: <sup>Mr.</sup> David Eastman	DATE: 10-7-85 222-3730
FROM: Jim Leffler	TIME: AM 2:00 PM
SUBJECT: Lamplighter Village - #13007751	

Called Mr. Eastman to discuss the following remaining deficiencies

1. Approx. Lot dimensions have not been disclosed

LAW OFFICES

MADIGAN, PARKER, GATLIN, SWEDMARK & SKELDING  
FORUM BUILDING, 318 NORTH MONROE STREET  
TALLAHASSEE, FLORIDA

JULIUS F. PARKER, JR.  
B. KENNETH GATLIN  
GAYLE SMITH SWEDMARK  
JACK M. SKELDING, JR.  
JOHN W. COSTIGAN  
ROSS A. MCVOY  
BEN E. GIRTMAN  
RONALD A. LABASKY  
KEITH C. TISCHLER  
ROBERT S. COHEN  
TERRELL C. MADIGAN  
KATHRYN G. W. COWDERY  
BOB L. HARRIS

August 7, 1985

RALPH H. HABEN, JR.  
OF COUNSEL

JULIUS F. PARKER (1910-1966)  
JOHN A. MADIGAN, JR. (1919-1984)  
MILLARD F. CALDWELL (1897-1984)

REPLY TO: P. O. BOX 669  
TALLAHASSEE, FL 32302  
TELE: (904) 222-3730

Mr. Jim Leftheris  
Bureau of Mobile Homes  
Dept. of Business Regulation  
725 S. Bronough St.  
Tallahassee, FL 32301

RE: Lamplighter Village MHP - 0500775P

Dear Mr. Leftheris:

Enclosed please find a copy of the changes to  
the above referenced prospectus.

Sincerely,



David D. Eastman

Enclosure

DDE/vw

DATE RECEIVED 8-8-85 9:45  
BY: P. Long  
BUREAU OF MOBILE HOMES

PROSPECTUS FOR  
LAMPLIGHTER VILLAGE

I. NAME AND ADDRESS OF PARK

The name and address of the mobile home park (the "Park") is as follows:

Lamplighter Village  
500 North John Rhodes Boulevard  
Melbourne, FL 32935

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive notices and demands on the Park Owner's behalf:

Mrs. Adriane Lane, Manager  
Lamplighter Village  
500 North John Rhodes Boulevard  
Melbourne, FL 32935

III. PARK PROPERTY DESCRIPTION

A. Lot Sizes

There are 442 lots in Lamplighter Village. The lots are approximately 50' x 80' in size, corner and lots on curves are irregularly shaped and may vary from 38' to 58' in width and to 90' in length.

B. Set-back and minimum separation distance requirements

There are several requirements of law with respect to how far each mobile home within the Park must be set back from the borders of its lot and the distance that must be maintained from each mobile home in the Park and its supporting facilities (for example, a carport) to other mobile homes, supporting facilities and structures in the Park.

The State Fire Marshal has established minimum separation and setback requirements, as follows:

Pursuant to §4A-42.05, Florida Administrative Code, the State Fire Marshal has adopted the NFPA Code. This code sets forth minimum separation distance requirements between mobile homes as follows:

These required improvements may be changed from time to time, but will be altered only in the manner prescribed by the rules of the Department of Business Regulation for amendments to this Prospectus. All tenants will be notified of such changes prior to their occupancy. All required improvements must meet specifications as established by the Park Owner. Current specifications are available from the Park Manager's office.

To the extent permitted by law, tenants assuming the remaining portion of a tenancy as prescribed by Section 723.059(3), F.S., will be required to upgrade the mobile home they are purchasing from the original tenant. The assuming tenant will be required to install improvements subject to the same terms and conditions of the Prospectus or offering circular as delivered to the initial recipient.

In general and except as expressly provided to the contrary in this Prospectus, and to the extent permitted by law, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping).

To the extent permitted by law, the mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park.

#### VII. UTILITIES AND OTHER SERVICES

The manner in which utility and other services will be provided and the person or entity furnishing those services, is as follows:

##### 1. Water

Water is provided by the Park which is billed to the Park residents in accordance with the settlement agreement attached as Exhibit F. Responsibility for water lines from the shut off valve to your mobile home are the mobile home owner's responsibility.

However, the Owner reserves the right, subject to the terms of the existing agreement in the Park (see Exhibit F), upon 90 days prior written notice to each owner of a mobile home in the Park, to cause each mobile home owner to be separately billed for water services either by individual meters for each mobile home lot in the Park or by an equitable apportionment of the total water charges billed to the Park.

### VIII. Vehicles - Traffic

1. Management reserves the right to control all vehicles or pedestrian traffic within the Park.
2. Vehicles must observe the posted speed limits.
3. Pedestrians have the right of way, bicycles and golf carts second, automobiles third. BE CONSIDERATE AND SAFETY CONSCIOUS.
4. Repairs or mechanical maintenance on vehicles is prohibited.
5. Autos must be in reasonable repair. Those dripping oil or gasoline must be repaired in a timely way. Drip spots on parking surfaces must be cleaned up by tenant.
6. Parking of autos is restricted to the carport or driveway except for visitors who must park in designated areas.
7. Trucks over 3/4 ton are not permitted in the park.

### IX. Soliciting, Subletting and Resales

1. No subletting is allowed.
2. Mobile home sites are not transferrable.
3. Management shall not deny tenants the right to sell his mobile home within the park.
  - a. Tenants selling their home cannot guarantee prospective buyers a site in the park. Buyers must be approved like any new tenant.
  - b. If buyer doesn't qualify the mobile home must be moved from the park.
  - c. Management will assist or sell the mobile home for the seller at a reasonable fee to be agreed upon.
  - d. A 12" x 12" "For Sale" sign may be placed in the window of the mobile home. Management must be notified of the placement of "For Sale" signs.
4. No advertisements shall be displayed in park except as designated by management.
5. No commercial or professional activities are allowed in the park.
6. Management reserves the right to control all peddling, soliciting, selling, and delivering in the park, with the exception of the tenants' rights to canvass pursuant to §723.054, Florida Statutes.
7. Please notify park office if you are bothered by solicitors or peddlers.

### X. Moving

1. Tenant shall give Landlord at least thirty (30) days notice in writing prior to moving otherwise an additional month's rent will be charged.
2. Management shall supervise the moving of a home from the park.

### XI. Utilities

1. City water is provided by the park and included in the rent.
  - a. Running water shall not be left unattended.



EXHIBIT A

PARK RULES AND REGULATIONS

EXHIBIT B

PARK LAYOUT

## EXHIBIT C

### COVENANTS AND RESTRICTIONS

There are no covenants or restrictions applicable to this Park that are not set out in the Prospectus

EXHIBIT D

RENTAL AGREEMENT

EXHIBIT E

GROUND LEASES

There are no underlying ground leases for  
the property constituting the mobile home park

EXHIBIT F

SETTLEMENT AGREEMENT

DATE PROSPECTUS DETERMINED ADEQUATE

---

REVISION DATE (if applicable)

---

IDENTIFICATION NUMBER ASSIGNED BY DIVISION

---

MOBILE HOME LOT TO WHICH PROSPECTUS APPLIES

---



STATE OF FLORIDA

DEPARTMENT OF BUSINESS REGULATION

THE JOHNS BUILDING  
725 SOUTH BRONOUGH STREET  
TALLAHASSEE, FLORIDA 32301 -1927

Bob Graham, Governor  
R. B. Burroughs, Jr., Secretary

July 29, 1985

E. James Kearney, Director  
Division of Florida Land Sales,  
Condominiums & Mobile Homes

Mr. David Eastman  
Madigan, Parker, Gatlin,  
Swedmark & Skelding  
Forum Building  
318 North Monroe Street  
Tallahassee, Florida 32302

RE: Lamplighter Village - 0500775P

Dear Mr. Eastman:

This is in response to your letter regarding corrections made to the above-referenced prospectus filing. These corrections have been reviewed and the following deficiencies remain outstanding:

1. The prospectus still does not describe the approximate size of each lot as required by Section 723.012(4) (c) 1., Florida Statutes. All lots must be described by their dimensions.
2. The prospectus contains disclosure which requires the mobile home owner to pay for the installation of individual meters. This requirement is in conflict with Section 723.011(3), Florida Statutes, with respect to home owners who were residents on June 4, 1984. According to this section, the park owner may not require residents of the park on June 4, 1984, to install any permanent improvements to the park.
3. Page 6 of the prospectus refers to "subject to the terms of the existing agreement in the park (see Exhibit F)". There is no Exhibit F disclosure and it appears that it should be Exhibit G which is the settlement agreement.

Office of the Secretary

Division of Hotels & Restaurants

Division of Alcoholic Beverages & Tobacco

Division of Florida Land Sales,  
Condominiums & Mobile Homes

Division of Pari-Mutuel Wagering  
1350 N.W. 12th Avenue, Room 332  
Miami, Florida 33136

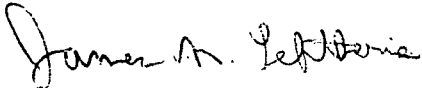


PAGE TWO  
EASTMAN, DAVID  
JULY 29, 1985

4. Item 3 d., under number IX on page 3 of the park rules and regulations appears to be in conflict with Section 723.058(1), Florida Statutes. The park owner can only restrict size, placement, and character of all signs in the park based on properly promulgated rules and regulations.

Thank you for your cooperation in correcting these deficiencies. We will make every effort to expedite your file upon receipt of these corrections.

Sincerely,



James N. Leftheris, Specialist  
Education/Examination Section  
Bureau of Mobile Homes

JNL/rb

cc: Lamplighter Village Associates, Ltd.  
300 Biscayne Boulevard Way  
Miami, Florida 33131

JNE

LAW OFFICES

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FORUM BUILDING, 318 NORTH MONROE STREET  
TALLAHASSEE, FLORIDA

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KATHRYN G. W. COWDERY  
BOB L. HARRIS

June 28, 1985

RALPH H. HABEN, JR.  
OF COUNSEL

JULIUS F. PARKER (1910-1966)  
JOHN A. MADIGAN, JR. (1919-1984)  
MILLARD F. CALDWELL (1897-1984)

REPLY TO: P. O. BOX 669  
TALLAHASSEE, FL 32302  
TELE: (904) 222-3730

Mrs. Selena Einwechter  
Bureau of Mobile Homes  
The Johns Building  
275 South Bronough St.  
Tallahassee, FL

RE: Lamplighter Village Mobile Home Park  
1300775P

Dear Mrs. Einwechter:

Enclosed is a copy of the corrected prospectus  
for the above-referenced mobile home park. Thank  
you for your attention to this matter.

Sincerely,

*David D. Eastman*

David D. Eastman

Enclosure

DDE/vw

RECEIVED 6/28/85

*Susan Dixon*

BUREAU OF MOBILE HOMES

*Hand-delivered*

*10:55*

Rev. Rec.  
6-28-85

PROSPECTUS  
FOR  
LAMPLIGHTER VILLAGE

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN LEASING A MOBILE HOME LOT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

4. IF THIS PROSPECTUS WAS RECEIVED PRIOR TO OCCUPANCY IN A MOBILE HOME PARK, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS, OR UNTIL OCCUPANCY IN THE PARK, WHICHEVER OCCURS FIRST.

PROSPECTUS FOR  
LAMPLIGHTER VILLAGE  
INDEX OF CONTENTS AND EXHIBITS

I.	Park Name and Address. . . . .	1
II.	Notices and Demands. . . . .	1
III.	Description of the Park Property . . . . .	1
IV.	Description of Recreational and Other Common Facilities . . . . .	7
V.	Park Management. . . . .	9
VI.	Mobile Home Owners Improvements Required . . . . .	9
VII.	Utilities and Services . . . . .	10
VIII.	Increases in Rent and Other Charges. . . . .	12
IX.	Park Rules and Regulations . . . . .	18
X.	Park Zoning. . . . .	18
XI.	Exhibits . . . . .	20
	Exhibit A - Rules and Regulations	
	Exhibit B - Layout of the Park	
	Exhibit C - Covenants and Restrictions	
	Exhibit D - Rental Agreement	
	Exhibit E - Ground Lease	
	Exhibit F - Settlement Agreement	

PROSPECTUS FOR  
LAMPLIGHTER VILLAGE

I. NAME AND ADDRESS OF PARK

The name and address of the mobile home park (the "Park") is as follows:

Lamplighter Village  
500 North John Rhodes Boulevard  
Melbourne, FL 32935

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive notices and demands on the Park Owner's behalf:

Mrs. Adriane Lane, Manager  
Lamplighter Village  
500 North John Rhodes Boulevard  
Melbourne, FL 32935

III. PARK PROPERTY DESCRIPTION

A. Lot Sizes

There are 442 lots in Lamplighter Village. The approximate lot sizes are approximately 50' x 80', corner and lots on curves are irregularly shaped and may vary from 38' to 58' in width and to 90' in length.

B. Set-back and minimum separation distance requirements

There are several requirements of law with respect to how far each mobile home within the Park must be set back from the borders of its lot and the distance that must be maintained from each mobile home in the Park and its supporting facilities (for example, a carport) to other mobile homes, supporting facilities and structures in the Park.

The State Fire Marshal has established minimum separation and setback requirements, as follows:

Pursuant to §4A-42.05, Florida Administrative Code, the State Fire Marshal has adopted the NFPA Code. This code sets forth minimum separation distance requirements between mobile homes as follows:

5-2.1 Firesafety Separation Requirements.  
5.2.1.1

Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3.04 m) side to side, 8 ft. (2.44 m) end to side or 6 ft. (1.83 m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier. (See 5-4.1)

5-4 Accessory Building or Structure Firesafety  
5-4.1 Requirements.

A carport, awning, ramada, or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than 3 ft (0.91 m) from a building, cabana, or enclosed porch on an adjacent site. A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 ft. (1.52 m) from the site line of an adjoining site.

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, governmental rules or regulations are subject to amendment or repeal. No representation is made as to the interpretation of the set back and separation requirements set out above, nor as to the continuing applicability of such requirements after the delivery date. "Delivery date" as used herein is the date upon which the Prospectus is delivered to the tenant. Prospective tenants of the Park are advised to inquire with the above referenced authorities with respect to these matters.

Please note that the above quoted and referenced requirements concern only the set back and separation requirements applicable to the Park on the delivery date of this Prospectus, and that any one or more of such requirements may be subsequently modified or repealed. No continuing obligation is undertaken by the Park Owner to advise any Park resident or tenant of any subsequent modification, future adoption of additional requirements by any governmental body, or future repeal of these provisions. The requirements stated above may not be applicable to the Park, in whole or in part, due to the placement of homes in the Park prior to the enactment of those requirements, vested rights established under earlier ordinances, statutes or laws; or

other laws. The prospective tenant is advised to obtain further information regarding installation of mobile homes in the Park from the appropriate permitting authority.

#### C. Shared Facilities

The maximum number of lots that presently share the facilities in the Park is 442. There are plans to expand by an additional 197 lots, and as those lots become available, the residents of those lots will be sharing the facilities.

### IV. RECREATIONAL AND COMMON FACILITIES

The recreational and common facilities of the Park are as follows:

#### A. BUILDINGS

1. Building "A"--consists of approximately 1,150 square feet, with three rooms plus men's and ladies' restrooms. The Poolroom is approximately 660 square feet, the Library is approximately 115 square feet, and the Laundry is approximately 250 square feet. It has a total capacity of approximately 75 people.

2. Building "B"--consists of approximately 2,500 square feet with three (3) rooms and a ladies' and men's restroom. The meeting area is approximately 1,500 square feet, the kitchen is approximately 160 square feet, and a storage area of approximately 500 square feet. It has a total capacity of approximately 272 people.

#### B. SWIMMING POOL

The swimming pool is approximately 20 feet wide and 40 feet long. The pool is not heated. Its depth ranges from 3 ft. to 7 ft. The deck is approximately 3,571 square feet in size.

The swimming pool has a capacity of approximately 95 people. The deck has a capacity of approximately 80 people.

#### C. OTHER FACILITIES AND PERMANENT IMPROVEMENTS

A description of all other facilities and permanent improvements available for use by the mobile home owners, is as follows:

Tennis courts--there are two asphalt surface tennis courts.

Horseshoe pit--there is a clay horseshoe pit.

Boccie court--there is a clay Boccie court.

Picnic areas--there are two picnic areas: one covered and the other one open.

Shuffleboard courts--there are 4 covered and 11 courts.

Lake--there is a 28 acre lake available for fishing and non-power boat activities.

Parking--there is a permanent improvement of a parking facility used for recreational vehicles and boats. It is approximately 19,200 square feet and can accommodate approximately 40 vehicles and boats.

#### D. PERSONAL PROPERTY

A description of the items of personal property available for use by the mobile home owners, is as follows:

Shuffleboard equipment	Boccie Court equipment
Horseshoe equipment	Barbeque equipment
Pool room equipment	
Deck chairs, tables and umbrellas	
around swimming pool area	

#### E. DAYS AND HOURS OF OPERATION

The days and hours that the facilities of the Park will be generally available for use by the mobile home owners, is as follows:

The recreational facilities of the Park are generally open from 9:00 a.m. to 9:00 p.m., seven (7) days a week.

The Park Owner expressly reserves the right to alter the days and hours of operation in accordance with procedures prescribed in the Park Rules and Regulations. In case of emergency or repairs, the facility may be closed, and the residents will be notified promptly by posting such notice on the affected facility.

#### F. FUTURE IMPROVEMENTS

All facilities have been completed as of the Filing Date. The Owner reserves the right from time to time to alter or change any of such facilities or property by the removal, relocation or alteration of existing facilities and property or the construction of new facilities. No assurance is given that any of the foregoing facilities or property will remain available for the residents' use for any specified period after the Filing Date.



## V. PARK MANAGEMENT AND MAINTENANCE

The management of the Park is the responsibility of the Park Manager. The Park Manager's office is located adjacent to the tennis court, and will have posted days and hours of operation. All questions and problems concerning park operations should be directed to the Park Manager.

The maintenance and operation of the Park property is also the responsibility of the Park Manager. Any problems which arise concerning the Park property should be directed to the attention of the Park Manager.

The Owner may from time to time employ such additional maintenance personnel as the Owner may deem necessary or appropriate to properly operate the Park. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home located in the Park, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the Park.

## VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

A description of all improvements, both temporary and permanent, which are required to be installed by the mobile home owner on the mobile home lot as a condition of his occupancy in the Park, is as follows:

1. Concrete driveway--10 feet in width and a minimum of 54 feet in length.
2. Utility shed--minimum of 48 square feet.
3. Carport--aluminum with a minimum of 10 feet 6 inches in width and 36 feet in length.
4. Concrete block skirting with footing and stucco finish.
5. Concrete block stucco finished steps at each entrance.
6. Sod, deluxe landscaping.
7. All electric mobile home.

Tenants of the Park as of June 4, 1984, and those tenants of the Park prior to the delivery date of this Prospectus, were required to install the improvements as set out above upon becoming a tenant of the Park. To the extent that those tenants did not install the required permanent improvements, those requirements are still effective. There are no additional requirements established pursuant to this Prospectus as to the tenants described above.

These required improvements may be changed from time to time, but will be altered only in the manner prescribed by the rules of the Department of Business Regulation for amendments to this Prospectus. All tenants will be notified of such changes prior to their occupancy. All required improvements must meet specifications as established by the Park Owner. Current specifications are available from the Park Manager's office.

To the extent permitted by law, tenants assuming the remaining portion of a tenancy as prescribed by Section 723.059(3), F.S., will be required to upgrade the mobile home they are purchasing from the original tenant. The assuming tenant will be required to install improvements subject to the same terms and conditions of the Prospectus or offering circular as delivered to the initial recipient.

In general and except as expressly provided to the contrary in this Prospectus, and to the extent permitted by law, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping).

To the extent permitted by law, the mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park.

#### VII. UTILITIES AND OTHER SERVICES

The manner in which utility and other services will be provided and the person or entity furnishing those services, is as follows:

##### 1. Water

Water is provided by the Park which is billed to the Park residents in accordance with the settlement agreement attached as Exhibit F. Responsibility for water lines from the shut off valve to your mobile home are the mobile home owner's responsibility.

However, the Owner reserves the right, subject to the terms of the existing agreement in the Park (see Exhibit F), upon 90 days prior written notice to each owner of a mobile home in the Park, to cause each mobile home owner to be separately billed for water services either by the installation of individual meters for each mobile home lot in the Park at the mobile home owner's expense, or by an equitable apportionment of the total water charges billed to the Park.

## 2. Sewage

Sewage disposal is provided by the Park. Sewage charges are included in the lot rent, subject to pass-through of any cost increase due to an increase in gallons of water used or a rate increase as per the settlement agreement as set forth in Exhibit F. Responsibility for sewer lines within the Park are the Owner's, up to the in-ground connection of the sewer line to the mobile home. The in-ground connection and the lines to and including the mobile home lines are the mobile home owner's responsibility.

## 3. Waste Disposal

Waste disposal (garbage and trash Collection) is provided by the Park. The provision of adequate containers and delivering the containers to the appropriate location for pick up is the mobile home owner's responsibility.

As of the Filing Date, the Park does not separately bill the mobile home owners for the waste disposal services provided by the Park. However, the Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to (i) charge each mobile home owner separately for the waste disposal services provided by the Park through an equitable apportionment of the cost of such services, or (ii) discontinue the provision of waste disposal services by the Park and cause each mobile home owner to be separately billed for waste disposal services either by an equitable apportionment of the waste disposal service charged to the Park or by direct billing from the company or companies providing such services, or by both such apportionment and such direct billing.

## 4. Cable T.V.

Cable TV is provided by Cable Vision of Florida and is entirely the mobile home owner's responsibility.

## 5. Storm Drainage

Storm drains are provided and maintained by the Park.

## 6. Electricity

Electric power is provided by the Florida Power and Light Company. It is billed directly to the mobile home owner, and is the mobile home owner's sole responsibility. Florida Power and Light is responsible for the electric lines to the meter including the meter. The Park is responsible for the electric meter pedestal. Electric lines to the mobile home, the main breaker, and any other connection outside the mobile home is the responsibility of the mobile home owner.

8. Changes to Utilities and Other Services. The description of the utilities and other services set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the Filing Date. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the mobile home owners within the Park may be billed separately for utilities or services that are billed to the Park as of the Filing Date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Park as of the filing date.

#### VIII. INCREASES IN RENT AND OTHER CHARGES

##### Lot Rental Amount

The mobile home owner will be responsible for payment of rent, special use fees, pass-through charges, assessments, and other financial obligations, as follows:

##### A. Rent--

The base rent for your lot is \$ \_\_\_\_\_ per month, and will be in effect from \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_.

##### B. Special Use Fees--

Other fees, charges, and assessments that the homeowner is responsible for are:

1. Application Fee--\$\_\_\_\_\_. This fee will be charged to all new tenants to the Park. Prospective tenants are required to submit an application, pay the application fee, and be approved by the Park prior to becoming a tenant of the Park.

2. Late Charge--\$\_\_\_\_\_, if rent is not paid by the 1st day of the month, and \$\_\_\_\_\_ for each additional day after the 5th of the month that rent is past due.

3. Returned Check Charge--\$\_\_\_\_\_.

4. Guest Fee--\$\_\_\_\_\_ per month per person. This fee will be assessed only if your guest's visit exceeds thirty (30) days, per year, or fifteen (15) days consecutively.

5. Lawn Maintenance--\$\_\_\_\_\_ per month. This fee will be assessed in accordance with the extent of the Lawn Maintenance required in the Rules and Regulations.

C. Pass-through Charges--

The mobile home owner will be responsible for payment of those costs charged to the Park Owner by state or local government or utility companies. The definition of pass-through charges is set forth in the section prescribing the manner of rent increases. The charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of leased mobile home spaces in the Park. Those items defined below as pass-through charges may be passed on to the resident more often than annually, however, the Park Owner reserves the right to recoup those costs in the form of future rent increases or other charges, rather than as pass-throughs.

D. Assessments

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Park Owner, as set forth in the section on increases in lot rental of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental for the period during which the assessment is to be imposed.

E. User Fees and Charges

The mobile home owner may at some time in the future be offered services by the Park Owner for which user fees will be charged. The user fees will only be charged to those mobile home owners who desire to use the services provided. User fees and charges are not related to the lot rental.

F. Generally

The costs of all other services required by the resident are solely the resident's responsibility.

The dollar amounts set above represent only the amounts charged for each rental category on the delivery date. As disclosed in this Prospectus, such amounts are subject to increase.

Wherever "0" appears above a blank for the amount charged for any rental category described above, it means that charges for that rental category are not imposed by the Owner on the delivery date. The amount for those charges may be increased as described in this Prospectus.

Nothing in this Prospectus shall be deemed a waiver of the Owner's right to collect from the mobile home owner any damages that the Owner may sustain as a result of or in connection with a tortious act, neglect or breach of lease by the mobile home owner or anyone permitted to be on Park property by the mobile home owner.

#### Increases in Lot Rental

The manner in which lot rental will be increased, is as follows:

1. Definitions. As used in this Section VIII:

a. "Lot rental" means all sums paid or to be paid by the mobile home owner to Owner in consideration of leasing or renting a mobile home lot or lots in the Park. Such sums include any and all rents, special use fees, pass-through charges, installation and set-up charges, and other fees, charges and assessments imposed by the Owner.

b. "Special use fees" mean those separately itemized amounts for specific services or privileges which are charged in addition to rent, including, but not limited to, such charges as guest fees, pet fees and entrance fees.

c. "Pass-through charges" are defined as those amounts, other than special use fees, which are itemized and charged separately from the rent and which represent the mobile home owner's share of costs charged to the Park Owner by any state or local government or utility company.

2. Notice of Increase. The mobile home owner shall be notified of any increase in the lot rental at least 90 days prior to the effective date of such increase.

3. Lot Rental--Categories of Charges.

Current Lot Rental. A description of each category of charge comprising a part of the lot rental as of the date this Prospectus was delivered to the mobile home owner (the "delivery date"), and the dollar amount of each such charge as of the delivery date, is set forth above.

4. Lot Rental--Increases.

a. General. The lot rental and each of the categories of charges currently or hereafter comprising a

part of the lot rental are subject to periodic increases by the Owner. However, except for increases resulting from the imposition of pass-through charges, the lot rental will not be increased more frequently than annually, except for initial tenancies which commence after the beginning of the annual rental term.

b. Factors Affecting Increases. The factors affecting the amount of increases in the lot rental (or in any fee or charge currently or hereafter comprising a part of the lot rental) may include Increased Costs, Prevailing Market Rent, Prevailing Economic Conditions, 15% of the previous lot rental amount, or any other of the factors set out below, each determined and evaluated by the Owner at or prior to the time of furnishing notice of any increase in the lot rental.

Factors which may affect the level of increases in lot rental are as follows:

1. Water rates
2. Sewer rates
3. Electricity rates
4. Waste disposal
5. Maintenance costs
6. Management costs
7. Property taxes
8. Major repairs or improvements, to the extent permitted by law
9. Increased costs, which refers to any increases experienced by the Owner since the delivery of notice of the last increase in the lot rental in the total costs arising out of the ownership, operation and management of the Park. To the extent permitted by law, all present and future operating expenses and other charges of every kind and nature may be taken into account in determining the total costs, and such expenses and charges may include, but not necessarily be limited to:

(a) The costs of all insurance carried by owner with respect to the Park;

(b) The cost of general repairs, maintenance and replacement;

(c) The cost of janitorial services, security, cleaning, window washing and pest control;

(d) The cost of redecorating, renovating and landscaping the common facilities or areas in the Park, and of stripping, patching and repairing any roadways, vehicular parking areas or storage areas in the Park;

(e) The costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal;

(f) The cost of providing heating, ventilating, sewage and waste disposal, air-conditioning, and any other service attributable to the operation of any recreational building or other common area or facility in the Park;

(g) Reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Park;

(h) Reasonable management fees paid in connection with the operation and management of the Park, including any such fees paid to Owner or any affiliate of Owner;

(i) The cost of capital improvements or major repairs made in or for the benefit of the Park, and for the funding of any reserves for capital improvements or repairs, to the extent permitted by law.

(j) Rents and additional rents payable under any ground lease;

(k) License fees, permit fees and other fees and charges payable to the State of Florida or any agency or municipality thereof.

10. Prevailing Market Rent--Refers to the lot rental imposed in mobile home parks comparable to this Park, or the lot rental willingly paid from time to time by new residents of this Park. A park will be deemed comparable if it is located in the same general vicinity as this Park, and offers similar densities, amenities and services.

11. Prevailing Economic Conditions--are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the base rent and other charges or any increase in the amount thereof. These factors may include: (1) the costs attendant to the replacement of this Park in the economic environment existing at the time of any rental increase, including land acquisition costs, construction costs, and losses associated with the operation of a park prior to full occupancy, and the level at which the lot rental must be established in order that the Park Owner will realize a reasonable return on the costs referred to in this clause (1); (2) the level of interest rates and other financing charges associated with construction, interim and permanent financing; (3) the availability of alternative forms of real estate investments which, absent the rental increase in question, might reasonably be expected to yield a greater return on investment capital; (4) the levels of the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U.S. City Average--All Urban



Consumers, 1967 = 100, or, in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index; (5) the level at which the lot rental must be established in order that the Owner will realize a reasonable return on the "Owners's Equity"; for this purpose, the "Owner's Equity" refers to the fair market value of the Park from time to time, less existing mortgage indebtedness; (6) other economic factors which might reasonably be expected to affect either the value of the Park, the rate of return available to the Owner of the Park at the existing level of rent, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of rental increase required in the Park in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Park.

12. Professional fees--including but not limited to, fees to accountants, attorneys, engineers, architects and consultants, employed to assist in the operation, management, development, and administration of the Park, including all costs of litigation.

13. Pass-through charges--As stated above, the mobile home owner will be responsible for payment of pass-through charges. Pass-through charges will only be used as a factor for future rent increases to the extent those charges are not directly passed through to the resident.

14. To the extent permitted by law, the mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park.

15. Costs incurred as a result of actions by state or local government or utility company.

#### Additional Considerations

The reasons for the increase in lot rental or other fees and charges will be set forth in the notice of increase. Only those factors set forth in the notice will be relied upon by the Park Owner as justification for the rent increase.

The Park Owner reserves the right to amend this Prospectus or any exhibit thereto from time to time to the extent permitted by law to conform with changes in relevant statutory provisions or changes in relevant rules of the Department of Business Regulation, or any other agency having jurisdiction over the operation of this mobile home park.

The sections above are intended only to provide the Park resident with a listing of factors which may be considered by the Owner in whole or in part in establishing the amount of increases in lot rental.

An increase in one or more of the above-described factors may result in an increase in the mobile home owner's rent or other charges.

Tenants assuming the remaining portion of a tenancy as prescribed by §723.059(3), F.S., are hereby notified that upon the expiration of the assumed tenancy, the Park Owner expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the Park Owner with such increase being imposed in the manner disclosed in the Prospectus delivered to the initial recipient.

#### IX. PARK RULES AND REGULATIONS

##### A. Current Park Rules or Regulations

The current Park Rules and Regulations governing mobile home owners' behavior, guest procedures, time for using recreational and other facilities and any other rules, is attached as Exhibit A. These Rules and Regulations were promulgated prior to the effective date of the Florida Mobile Home Act which made several changes to the laws of the State of Florida governing mobile home parks. Accordingly, several provisions of the Rules and Regulations attached to this Prospectus as Exhibit A may need to be revised to conform to existing law.

To the extent the current Rules and Regulations are inconsistent with existing law, they are invalid.

##### B. Changes in Rules and Regulations

The Park Owner shall give written notice to each mobile home owner at least ninety (90) days prior to any change in Rules and Regulations. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety, and welfare may be enforced prior to the expiration of the ninety (90) day period.

#### X. ZONING

The nature and type of zoning under which the Park operates, the permitted uses under such zoning classification and the name of the zoning authority which has jurisdiction over the land comprising the Park, is as follows:

The property previously described is zoned TR-3, for single family mobile homes exclusive of travel trailers and recreational vehicles.

Jurisdiction over the said property is the Brevard County Planning and Zoning Commission with all water ways and lakes coming under the jurisdiction of the St. John's River Water Management District.

The Park Owner has no definite future plans to seek a change in the use of land comprising the Park. However, the Park Owner expressly reserves the right to change the use of this property at some future date. In the event the Owner decides to convert to a condominium or subdivision type of ownership, the then present tenants in the Park will be offered the right of first refusal.

## XI. EXHIBITS

The following exhibits are required attachments to this Prospectus.

Exhibit A -- Rules and Regulations

Exhibit B -- Layout of the Park

Exhibit C -- Covenants and Restrictions

Exhibit D -- Rental Agreement

Exhibit E -- Ground Lease

Exhibit F -- Settlement Agreement

LAMPLIGHTER VILLAGE

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between LAMPLIGHTER VILLAGE, hereinafter referred to as LANDLORD, and \_\_\_\_\_, hereinafter referred to as TENANT.

WHITNESSETH: That in consideration of the lot rental, covenants and agreements to be kept and performed by tenant hereunder, landlord demises to tenant and tenant leases from Landlord the premises subject to the terms and conditions as hereinafter set forth.

1. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term.

2. It is specifically understood and agreed by and between the parties hereto that Chapter 723, Florida Statutes, governs this Rental Agreement.

3. Landlord hereby leases to Tenant the certain property described as lot \_\_\_\_\_, to be occupied solely as a private dwelling only by Tenant. In no event shall the total number of occupants exceed that permitted by this agreement, Rules and Regulations of the Park, or applicable laws.

4. The term of this rental agreement shall be for a period of \_\_\_\_\_ months, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

5. Tenant's Financial Obligations

RENT:

\$ \_\_\_\_\_, per month, payable in advance on the \_\_\_\_\_ day of each month. All rental payments are payable to:

Lamplighter Village  
Mrs. Adriane Lane, Manager  
500 North John Rohodes Boulevard  
Melbourne, Fla. 32935

SPECIAL USE FEES:

In addition to the rental amount the tenant agrees to pay the following fees and charges:

a. Application Fee--\$ \_\_\_\_\_. This fee will be imposed on all new tenants of the park, and to the extent allowable by law, will also be imposed upon those tenants assuming the remainder of an existing tenancy due to the purchase of a mobile home from an existing tenant.

b. Late Charge--\$\_\_\_\_\_, if rent is not paid by the 1st day of the month, and \$\_\_\_\_\_, for each additional day after the 5th of the month that rent is past due.

c. Returned Check Charge--\$\_\_\_\_\_, or five percent (5%) of the amount of the check, whichever is greater.

d. Guest Fee--\$\_\_\_\_\_, per person per day. This fee will be assessed only if your guests visit exceeds thirty(30) days per year or fifteen (15) day consecutively.

e. Lawn Maintenance--\$\_\_\_\_\_, per month. This fee will be assessed in accordance with the extent of lawn maintenance required in accordance with the Park Rules and Regulations.

f. Security Deposit--\$\_\_\_\_\_. The security deposit will be refunded on the tenant's vacating the Park if no damages or other costs are assessed against the deposit as set out in the Park Rules and Regulations.

#### Pass-through Charges--

The mobile home owner will be responsible for payment of those costs charged to the Park Owner by state or local government or utility companies. Water & Sewer Charges will be governed by the settlement agreement attached as exhibit F of the prospectus. The charges may be assessed more often than annually and will be assessed to mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of leased mobile home spaces in the Park. Those items defined below as pass-through charges may be passed on to the resident more often than annually, however, the Park Owner reserves the right to recoup those costs in the form of future rent increases or other charges, rather than as a pass-through.

6. The landlord may raise the amount of rent and special use fees and other charges annually effective the 1st day of January each year. The landlord will furnish at least ninety (90) days advanced notice to a tenant of any increase in rent or other fees and charges. Pass-through charges may be increased more often than annually. Increases in rent and other fees and charges will be determined in the manner disclosed in the prospectus. The increased rent or other fees or charges shall automatically become a part of the rental agreement upon renewal unless the tenant shall advise the landlord in writing thirty (30) days prior to the expiration of the current term of tenants intention to vacate the premises and not enter into a new term.

7. It is hereby understood and agreed that the Landlord will furnish recreation facilities, waste disposal, and storm drainage service to the Tenant. All other services are on a fee paid basis, and are the residents sole responsibility.

8. The Tenant agrees to abide by all Rules and Regulations of the Landlord, a copy of the current Rules and Regulations being attached hereto and being incorporated herein by reference. The parties hereto agree that said Rules and Regulations may be amended from time to time, those amendments being reasonable and necessary for the proper and efficient operation of the park and for the health, safety and welfare of the residents of the park. The parties hereto agree that the Rules and Regulations will not be changed without written notification to the tenant at least ninety (90) days prior to implementation of such change, in accordance with procedures prescribed by Chapter 723, Florida Statutes.

9. Tenant shall not assign this Rental Agreement, or any interest therein, and shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises without the specific, written consent of the Landlord. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default by Tenant under this Rental Agreement.

10. Landlord may evict Tenant for:

- (a) non-payment of rent;
- (b) conviction of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of the other residents of the park;
- (c) violation of a park Rule or Regulation, this rental agreement or Chapter 723, F.S., as prescribed by 723.061, Florida Statutes;
- (d) a change in the use of land comprising the mobile home park or portion thereof;
- (e) failure of the purchaser of the mobile home situated in the park to be qualified as and obtain approval to become a tenant, such approval being required by the Rules and Regulations attached hereto.

11. The parties agree that if the Landlord determines that the Tenant is to be evicted for violating the Rules or Regulations of the Park, Landlord will deliver written notice of the grounds upon which Tenant is to be evicted, at least thirty (30) days prior to the time Tenant is to vacate the premises.

12. If the Tenant shall fail to pay the rent or any other fee, charge or assessment specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreements of this Rental Agreement, the Landlord may, at his option, terminate this Rental Agreement and all rights of the Tenant hereunder, at which time the Tenant agrees to vacate the premises. The Landlord may bring an action for possession in the county court and Tenant agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred or expended by Landlord.

13. The rights of the Landlord contained herein are cumulative, and failure of the Landlord to exercise any right shall not operate to forfeit any other rights of the Landlord. No waiver by the Landlord of any condition or covenant shall be deemed to constitute or imply a further waiver of any other conditions or covenants.

14. This Rental Agreement shall be binding upon, and inure to the benefit of Landlord and Tenant, and their respective heirs, personal representatives, successors and assigns.

15. A purchaser of Tenant's mobile home must qualify with the requirements for entry into the park under the park Rules and Regulations, which must be approved in writing by the Landlord.

16. In the event that during the term of this Rental Agreement any portion of the premises is condemned by public entity, including federal, state or local governments or public or private utilities having such lawfully established power, Tenant shall have the right to terminate this Rental Agreement as of the date of taking; however, in no event shall Tenant be entitled to or have any right in the proceeds awarded to Landlord in such proceeding. Landlord agrees to prorate any rent received by Landlord from Tenant as of the date of taking as long as the Tenant is in full compliance with the Rules and Regulations and the payment of rent and charges as set forth herein.

17. This agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, inducements or conditions, express, implied, or written. No termination, revocation, waiver, modification or amendment of this agreement shall be binding unless in writing and signed by all of the parties hereto.

18. Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter and vice versa.

19. In the event that any section, paragraph, or subparagraph of this Agreement is held unenforceable by any court, this Agreement shall be deemed to have been executed by the parties hereto with such sections, paragraph, or subparagraphs not having been included herein, and the remainder of the Agreement shall not be void thereby.

20. It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damages or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of water, sewer or soil pipes, or other leakage in or about the said property.



21. TENANT'S LIABILITY: The TENANT shall be liable for all damages occasioned by the TENANT'S occupancy and use of said premises, and agrees to hold the LANDLORD harmless from and against all claims for damages or personal injury caused by TENANT.

22. LANDLORD'S LIEN: The LANDLORD shall have a lien on the TENANT'S mobile home to secure the payment of all rent due the LANDLORD hereunder together with any and all other charges owed to the LANDLORD by the TENANT. The LANDLORD shall have the right to foreclose said lien in the same manner as the foreclosure of a security interest in personal property under the Uniform Commercial Code.

23. MORTGAGE SUBORDINATION: The TENANT acknowledges that this lease is subordinate to the lien of any mortgage on said mobile home park or any mortgages subsequently placed on said mobile home park by the LANDLORD, and the TENANT agrees to execute any documents required by a mortgagee of LANDLORD acknowledging said subordinate interest.

Tenant hereby acknowledges receipt of a copy of the park Prospectus, Park Rules and Regulations and Rental Agreement. Each of the Regulations of the park are specifically incorporated into this Rental Agreement by reference. Tenant hereby acknowledges that prior to executing this Rental Agreement he or she has had a reasonable opportunity to read and review this Rental Agreement including the park rules and regulations, and by signing this Rental Agreement he or she binds himself or herself to fully abide by this Rental Agreement and said Regulations.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD

By \_\_\_\_\_

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
WITNESS TO TENANT/LESSEE

\_\_\_\_\_  
WITNESS TO LANDLORD/LESSOR

\_\_\_\_\_  
WITNESS TO TENANT/LESSEE

\_\_\_\_\_  
WITNESS TO LANDLORD/LESSOR

#### VIII. Vehicles - Traffic

1. Management reserves the right to control all vehicles or pedestrian traffic within the park.
2. Vehicles must observe the posted speed limits.
3. Pedestrians have the right of way, bicycles and golf carts second, automobiles third. BE CONSIDERATE AND SAFETY CONSCIOUS.
4. Repairs or mechanical maintenance on vehicles is prohibited.
5. Autos must be in reasonable repair. Those dripping oil or gasoline must be repaired in a timely way. Drip spots on parking surfaces must be cleaned up by tenant.
6. Parking of autos is restricted to the carport or driveway except for visitors who must park in designated areas.
7. Trucks over 3/4 ton are not permitted in the park.

#### IX. Soliciting, Subletting and Resales

1. No subletting is allowed.
2. Mobile home sites are not transferable.
3. Management shall not deny tenants the right to sell his mobile home within the park.
  - a. Tenants selling their home cannot guarantee prospective buyers a site in the park. Buyers must be approved like any new tenant.
  - b. If buyer doesn't qualify the mobile home must be moved from the park.
  - c. Management will assist or sell the mobile home for the seller for a reasonable fee to be agreed upon.
  - d. No "For Sale" signs may be erected without permission of management.
4. No advertisements shall be displayed in park except as designated by management.
5. No commercial or professional activities are allowed in the park.
6. Management reserves the right to control all peddling, soliciting, selling and delivering in the park, with the exception of the tenants' rights to canvass pursuant to § 723.054, Florida Statutes.
7. Please notify park office if you are bothered by solicitors or peddlers.

#### X. Moving

1. Tenant shall give landlord at least thirty (30) days notice in writing prior to moving otherwise an additional month's rent will be charged.
2. Management shall supervise the moving of a home from the park.

#### XI. Utilities

1. City water is provided by the park and included in the rent.
  - a. Running water shall not be left unattended.

- b. The washing of cars and mobile homes is permitted only with the use of shut-off type hose nuzzles.
  - c. Water leaks should be reported to management.
- 2. Outside antenaes of any kind are not permitted without the express approval of management.
- 3. Refuse
  - a. Garbage collection is included in the rent and furnished twice a week.
  - b. Garbage containers with tight fitting lids shall be kept in an inconspicuous place.
  - c. Refuse must be taken to the curb in sealed plastic bags for pick-up unless prior arrangements have been made with management.
- 4. Laundry
  - a. Laundry facilities are provided for tenant's daily use from 8:00 AM to 9:00 PM.
  - b. Users shall obey machine operating instructions. Do not overload machines.



STATE OF FLORIDA

DEPARTMENT OF BUSINESS REGULATION  
THE JOHNS BUILDING  
725 SOUTH BRONOUGH STREET  
TALLAHASSEE, FLORIDA 32301

Bob Graham, Governor  
R. B. Burroughs, Jr., Secretary

April 5, 1985

Jnl  
012  
SE

E. James Kearney, Director  
Division of Florida Land Sales,  
Condominiums & Mobile Homes

Bob L. Harris  
Madigan, Parker, Gatlin, Swedmark & Skelding  
Forum Building  
318 N. Monroe Street  
Tallahassee, Florida 32302

RE: 1300774P - Princetonian Mobile Home Park  
0600776P - Sunshine City  
1300757P - Royal Country Mobile Home Park  
1300775P - Lamplighter Village  
0500728P - Hillsboro Mobile Home Park  
5200729P - (The) Colony  
5800490P - Polynesian Village Mobile Home Park  
2900483P - Country Villa Estates

Dear Mr. Harris:

Your written request for an extension to correct the deficiencies in the above-referenced prospectus filing has been reviewed. Pursuant to Rule 7D-30.03(3), Florida Administrative Code, the extension has been granted. Please respond to the deficiencies within 45 days from the date of this letter.

Please note that after March 15, 1985, only a prospectus which has been determined adequate to meet the requirements of Chapter 723, Florida Statutes, may be delivered to mobile home owners. The extension granted has no effect on the March 15 date.

Sincerely yours,

*Selena Einwechter*

Selena M. Einwechter, Supervisor  
Education/Examination Section  
Bureau of Mobile Homes

SME/ptp

cc: James N. Leftheris, Specialist  
Bureau of Mobile Homes

Office of the Secretary

Division of Hotels & Restaurants

Division of Alcoholic Beverages & Tobacco

Division of Florida Land Sales,  
Condominiums & Mobile Homes

Division of Pari-Mutuel Wagering  
1350 N.W. 12th Avenue, Room 332  
Miami, Florida 33136

Mr. James N. Leftheris, Specialist  
March 25, 1985  
Page Two

Princetonian Mobile Home Park  
1300774P

Sunshine City  
0600776P

Royal Country Mobile Home Park  
1300757P

Lamplighter Village  
1300775P

Hillsboro Mobile Home Park  
0500728P

(The) Colony  
5200729P

Polynesian Village Mobile Home  
Park  
5800490P

Country Villa Estates  
2900483P

Bearss Park  
2900493P

Palm Trailer Park  
1300494P

Tamiami Trailer Park  
1300495P

Friendly Adult Estates, Inc.  
4900732P

Jamaica Bay  
5000768P

Lake Bradford Estates  
3700730P

Sandalwood Mobile Home Park  
5800485P

Tara Woods  
3600488P

Venice Isle Mobile Estates  
5800486P

Tamiami Village  
3600487P

Hillsboro Mobile Home Park, Inc.  
0600728P

Please send a written confirmation of extension to the  
above address. Thank you for your assistance and should you  
require anything further, please contact our office.

Sincerely,

  
Bob L. Harris

BLH:mlc



STATE OF FLORIDA

DEPARTMENT OF BUSINESS REGULATION

THE JOHNS BUILDING  
725 SOUTH BRONOUGH STREET  
TALLAHASSEE, FLORIDA 32301

April 4, 1985

Bob Graham, Governor  
R. B. Burroughs, Jr., Secretary

E. James Kearney, Director  
Division of Florida Land Sales,  
Condominiums & Mobile Homes

Mr. Jack M. Skelding, Jr.  
Madigan, Parker, Gatlin, Swedmark & Skelding  
Forum Building  
318 North Monroe Street  
P.O. Box 669  
Tallahassee, FL 32302

RE: Lamplighter Village  
0500775P

Dear Mr. Skelding:

This letter is in reference to the Notice Of Deficiency of Content we sent to you on February 13, 1985, for Lamplighter Village. The file number referenced in the notice is incorrect. The correct file number is 0500775P. We apologize for this error and any inconvenience it may have caused you.

If I can be of further assistance to you, please feel free to contact me.

Sincerely,

James N. Leftheris, Specialist  
Education/Examination Section  
Bureau of Mobile Homes

JNL/aa

Office of the Secretary

Division of Hotels & Restaurants

Division of Alcoholic Beverages & Tobacco

Division of Florida Land Sales,  
Condominiums & Mobile Homes

Division of Pari-Mutuel Wagering  
1350 N.W. 12th Avenue, Room 332  
Miami, Florida 33136



STATE OF FLORIDA

DEPARTMENT OF BUSINESS REGULATION

THE JOHNS BUILDING  
725 SOUTH BRONOUGH STREET  
TALLAHASSEE, FLORIDA 32301

March 20, 1985

Bob Graham, Governor  
R. B. Burroughs, Jr., Secretary

E. James Kearney, Director  
Division of Florida Land Sales,  
Condominiums & Mobile Homes

Mr. Jack M. Skelding, Jr.  
Madigan, Parker, Gatlin, Swedmark & Skelding  
Forum Building  
318 North Monroe Street  
P.O. Box 669  
Tallahassee, FL. 32302

RE: LAMPLIGHTER VILLAGE - 1300775P  
50131-MC-1618

Dear Mr. Skelding:

This is in follow-up to my deficiency letter of February 13, 1985. The Bureau of Mobile Homes has received information concerning the prospectus disclosure. We are requesting clarification on the items listed below.

1. The prospectus states that the horseshoe pit and bocce court are made of clay. We have been told that this is incorrect and that these courts are made of sand. Please provide us with clarification as to what is the actual composition of the horseshoe pit and bocce court.
2. The first paragraph of VII-A,1 states "water is provided by the park which is billed to the park residence in accordance with the settlement agreement attached as Exhibit G." The second paragraph states "the owner reserves the right, upon 90-days notice to each mobile home owner, to cause each mobile home owner to be separately billed for water either by the installation of individual meters for each mobile home lot in the park at the mobile home owner's expense, or by an equitable apportionment of the total water charges billed to the park." These paragraphs are contradictory since Exhibit G does not allow for the park owner to charge for water usage separately from the rent. This contradiction also exists with regard to sewage. Please clarify as to why this contradiction exist.

Office of the Secretary

Division of Hotels & Restaurants

Division of Alcoholic Beverages & Tobacco

Division of Florida Land Sales,  
Condominiums & Mobile Homes

Division of Pari-Mutuel Wagering  
1350 N.W. 12th Avenue, Room 332  
Miami, Florida 33136

PAGE 2

SKELDING, MR. JACK JR.

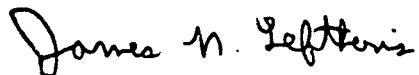
MARCH 20, 1985

(Addendum: Additional Deficiencies Cont.)

3. The first paragraph on page 7 of the prospectus states that "responsibility for water lines from the shut off valve to your mobile home are the mobile home owner's responsibility." We have been advised that the mobile homes have two shut-off valves, one at the meter and one at the house, it should be clarified as to which valve is being referred to in this section.

We would appreciate receiving a response to these matters. Thank you for your cooperation.

Sincerely,



James N. Leftheris, Specialist  
Bureau of Mobile Homes

JNL/eo

cc: Lamplighter Village Associates LTD  
300 Biscayne Blvd. Way  
Miami, FL. 33131



STATE OF FLORIDA



DEPARTMENT OF BUSINESS REGULATION

THE JOHNS BUILDING  
725 SOUTH BRONOUGH STREET  
TALLAHASSEE, FLORIDA 32301

Bob Graham, Governor  
R. B. Burroughs, Jr., Secretary

February 13, 1985

E. James Kearney, Director  
Division of Florida Land Sales,  
Condominiums & Mobile Homes

NOTICE OF DEFICIENCY OF CONTENT

TO: Mr. Jack M. Skelding, Jr.  
Madigan, Parker, Gatlin, Swedmark & Skelding  
Forum Building  
318 North Monroe Street  
P.O. Box 669  
Tallahassee, FL. 32302

RE: LAMPLIGHTER VILLAGE  
1300775P

Pursuant to Section 723.011(1)(b), Florida Statutes, the Division has reviewed the above-referenced prospectus filing. The items checked below indicate deficiencies in the filing. In reviewing these deficiencies, you may need to review the corresponding provision of law. We are enclosing a cross-reference of Chapter 723, Florida Statutes to Chapter 720, Florida Statutes, for your use.

- \_\_\_\_\_ 1. The front cover or first page of the prospectus is in conflict with Section 723.012(1), Florida Statutes, which requires only the name of the mobile home park and those statements required in subsection (1)(b).
- \_\_\_\_\_ 2. The prospectus does not index the contents and the exhibits as required by Section 723.012(3), Florida Statutes.
- \_\_\_\_\_ 3. The prospectus does not contain the name and address of the person authorized to receive notices and demands on the park owner's behalf as required by Section 723.012(4)(b), Florida Statutes.
- X 4. The prospectus does not describe the approximate size of each lot as required by Section 723.012(4)(c)1., Florida Statutes. All lots must be described by their dimensions.
- \_\_\_\_\_ 5. The prospectus does not give the setback requirements and the minimum separation distances between mobile homes required by Section 723.012(4)(c)1., Florida Statutes.

Office of the Secretary

Division of Hotels & Restaurants

Division of Alcoholic Beverages & Tobacco

Division of Florida Land Sales,  
Condominiums & Mobile Homes

Division of Pari-Mutuel Wagering  
1350 N.W. 12th Avenue, Room 332  
Miami, Florida 33136

SKELDING, MR. JACK M. JR.  
FEBRUARY 13, 1985

- ☐ 6. The prospectus does not indicate whether the pool is heated as required by Section 723.012(5)(b), Florida Statutes.
- ☐ 7. The prospectus does not contain a statement as to whether all improvements are complete and if not, the estimated completion date of the improvements as required by Section 723.012(5)(f), Florida Statutes.
- ☐ 8. The prospectus does not outline the manner in which utilities and services will be provided and the person or entity furnishing them as required by Section 723.012(8), Florida Statutes.
- ☒ 9. The prospectus does not comply with Section 723.012(9), Florida Statutes, and Administrative Rule 7D-31.01, Florida Administrative Code for the following reasons:
  - ☐ a. There is no statement that the mobile home owner shall be notified of an increase at least 90 days prior to the increase.
  - ☐ b. The disclosure of lot rental amount does not specifically identify each charge.
  - ☒ c. The factors listed under the rental disclosure must be defined. The meaning of terms such as market conditions, economic conditions and return on investment may not be interpreted in the same manner by persons affected.
  - ☐ d. The factors upon which the rent will be increased are not preceded or followed by a statement that an increase in one or more of the factors may result in an increase in the home owner's rent or other charges.
  - ☐ e. The description of pass-throughs does not state how the increase cost will be shared by the home owners. For example, equally among all lots.
  - ☐ f. The rental disclosure does not contain the current amount of each type of charge which the home owner will be required to pay. The park owner may provide blank spaces for the amounts and write in the amount prior to delivery to the home owner.
  - ☐ g. The disclosure of all charges is not listed together in one section of the prospectus.
  - ☒ h. The listing of the pass-through items includes items which are not defined as pass-through charges pursuant to Rule 7D-31.01(2)(b), Florida Administrative Code.

(Continued on next page)

SKELDING, MR. JACK M. JR.  
FEBRUARY 13, 1985

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- \_\_\_\_\_ 10. The prospectus does not outline the permitted uses of the property under the zoning classification as required by Section 723.012(11), Florida Statutes.
- \_\_\_\_\_ 11. The prospectus filing does not include a copy of the rental agreement as required by Section 723.012(13)(d), Florida Statutes. If oral agreements are used, please advise us of that fact.
- \_\_\_\_\_ 12. The mobile home park lot layout does not show the location of the recreation areas and other common areas as required by Section 723.012(13)(b), Florida Statutes.
- \_\_\_\_\_ 13. The mobile home park lot layout is not legible.
- \_\_\_\_\_ 14. Section 723.061, Florida Statutes, lists the only grounds for eviction which are allowed. The documents filed contain grounds for eviction in addition to those outlined in that section. See \_\_\_\_\_.
- \_\_\_\_\_ 15. The documents describe various improvements to be made by the home owners. No distinction is made as to whether the improvements are required of home owners residing in the park on June 4, 1984. Section 723.011(3), Florida Statutes, prohibits the park owner from requiring June 4 tenancies to install permanent improvements. See \_\_\_\_\_.
- X 16. The documents filed prohibit solicitation in the park. Section 723.054(3), Florida Statutes, prohibits any rule or regulation which may infringe upon the right of a home owner from canvassing mobile home owners for the purposes described in that subsection. For the purposes of this section, the term "canvassing" includes any oral or written request, the distribution, circulation, posting, or publication of a notice, or a general announcement requesting the payment of membership dues or other matters relevant to the membership of the park association, federation, or organization. See Park Rules.
- \_\_\_\_\_ 17. The documents require the home owner to remove the home at the time the home is sold. This is in conflict with Section 723.058(1), Florida Statutes. See \_\_\_\_\_.
- \_\_\_\_\_ 18. The documents prohibit the mobile home owner from placing a for sale sign in the mobile home. This is in conflict with Section 723.058(1), Florida Statutes. See \_\_\_\_\_.

SKELDING, MR. JACK M. JR.

FEBRUARY 13, 1985

- X 19. According to a statement in the rental agreement, the rental agreement is not transferrable. This statement is in conflict with Section 723.059(3), Florida Statutes, which states that the purchaser of a mobile home, who becomes a resident of the mobile home park in accordance with this section, shall have the right to assume the remainder of the term of any rental agreement, then in effect between the mobile home park owner and the seller and shall be entitled to rely on the terms and conditions of the prospectus or offering circular as delivered to the initial recipient.

Additional Deficiencies:

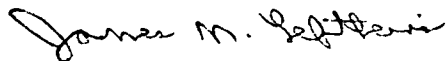
20. Page 3 of the prospectus contains language that is in conflict with Section 723.012(4)(c)1., Florida Statutes. This paragraph suggests that the information disclosed on setback and separation distances cannot be relied upon. In addition, this section of law requires that all setback and separation distances required by law be disclosed.
21. The paragraph on page 6 of the prospectus is in conflict with Section 723.059, Florida Statutes, in that purchasers of mobile homes have the right to assume the rental agreement based on the same terms and conditions as the original home owner. In addition, all improvements must be disclosed in the prospectus pursuant to Section 723.042, Florida Statutes.

(Cont. on next page)

THE PROSPECTUS FILING MUST BE CORRECTED PURSUANT TO THESE CITED DEFICIENCIES. PLEASE SUBMIT ONLY THE PAGES WHICH NEED REVISING. CORRECTIONS MUST BE RECEIVED NO LATER THAN 45 DAYS FROM THE DATE OF THIS DEFICIENCY NOTICE.

As soon as the Division receives corrections, we will examine them and notify you as to their adequacy to meet the requirements of Chapter 723, Florida Statutes. Enclosed for your information is a copy of the Division's administrative rules. If you have any questions concerning these deficiencies, please refer to the Florida Mobile Home Act and the rules prior to contacting the examiner. During this initial filing period we are experiencing a heavy workload; but, if there are deficiencies which remain unclear, we would be happy to assist you.

Yours truly,



James N. Leftheris, Specialist  
Bureau of Mobile Homes

JNL/ eo

(ADDENDUM: Additional Deficiencies)

22. In the description of the park property, the park owner has reserved the right to reclassify the lots. This information is not required by Chapter 723, Florida Statutes, and should not be included in the prospectus. Further, the only amendments to the prospectus which are allowed are those listed under Rule 7D-31.01(5), Florida Administrative Code. In order to reclassify the lots, the amendment would need to be consented to by both the home owner affected and the park owner.
23. The last page of the prospectus indicates that this agency approved the prospectus. As per the administrative rules, the Division reviews the prospectus in order to determine that it is adequate to meet the requirements of Chapter 723, Florida Statutes.
24. The prospectus does not disclose the capacity, in number of people, of the buildings and swimming pool in the park, as required by Section 723.012(5), Florida Statutes.
25. Part VIII, is in conflict with Section 723.031(6), Florida Statutes. No fees or charges, other than those set forth in the prospectus can be charged by the park owner. Further, Rule 7D-31.01(7), Florida Administrative Code, only recognizes blank spaces for the dollar amount of the fees.
26. The references to pass-throughs in the prospectus appear to contain different definitions for pass-throughs from that of Administrative Rule 7D-31.01(2), Florida Administrative Code.
27. Page 12 of the prospectus refers to the cost of improvements as a factor for increasing rents. Pursuant to Section 723.042, Florida Statutes, no person can be required to provide any improvements unless disclosed pursuant to the prospectus requirements.
28. Page 14 of the prospectus outlines the manner in which the prospectus can be amended. This disclosure varies from the allowed amendments provided in Rule 7D-31.01(5), Florida Administrative Code.
29. Page 14 of the prospectus outlines the relationship between rental increases and the factors listed. Increases in rental amounts must be based upon the factors as disclosed. Although the park owner can reserve discretion over the dollar amount of the increase, the park owner cannot add additional factors in the future.

PAGE 6

SKELDING, MR. JACK M. JR.

FEBRUARY 13, 1985

(ADDENDUM: Additional Deficiencies)

30. Item 4 of the rental agreement is in conflict with Section 723.037 (1), Florida Statutes. Each home owner must be given at least 90-days prior written notice of a change in the park rules and regulations.
31. Section VI - Mobile Home Owner Required Improvements, is in conflict with Section 723.042, Florida Statutes. No person can be required by a mobile home park owner or developer, as a condition of residence in the mobile home park, to provide any improvements unless disclosed pursuant to Section 723.011, Florida Statutes, prior to occupancy in the mobile home park.

LAW OFFICES

MADIGAN, PARKER, GATLIN, SWEDMARK & SKELDING  
FORUM BUILDING, 318 NORTH MONROE STREET  
TALLAHASSEE, FLORIDA

1300775P  
JNL

January 16, 1985

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REPLY TO: P. O. BOX 669  
TALLAHASSEE, FL 32302  
TELE: (904) 222-3730


Mrs. Selena Einwechter  
Division of Land Sales,  
Condominiums and Mobile Homes  
The Johns Building  
725 S. Bronough  
Tallahassee, FL 32301

RE: Lamplighter Village Mobile Home Park Prospectus

Dear Mrs. Einwechter:

As per our conversation of January 11, 1985, I have enclosed correction pages for the above-referenced mobile home park. The original prospectus filed with the Department contained incomplete or inaccurate language, or typographical errors which are corrected on these correction pages. These pages have been provided to park residents.

Sincerely,

  
David Eastman

DE/ks

DATE RECEIVED 1-29-85  
BY: Amc  
BUREAU OF MOBILE HOMES

Each mobile home owner in the Park must have the following permanent improvements:

1. Concrete driveway - 10 feet in width and a minimum of 54 feet in length.
2. Utility shed - minimum of 48 square feet.
3. Carport - Aluminum with a minimum of 10 feet 6 inches in width and 36 feet in length.
4. Concrete block skirting with footing and stucco finish.
5. Concrete block stucco finished steps at each entrance.
6. Sod and deluxe landscaping.
7. All electric mobile home.

These required improvements may be changed from time to time, and will be altered only in the manner prescribed by the rules of the Department of Business Regulation for amendments to this Prospectus. All tenants will be notified of such changes prior to their occupancy. All required improvements must meet the specifications from those improvements as established by the Park. The current specifications are available from the Park Manager's office.

To the extent permitted by law, tenants assuming the remaining portion of a tenancy as prescribed by Section 723.059, Florida Statutes, will be required to upgrade the mobile home they are purchasing from the original tenant. The assuming tenant will be required to install the improvements as set forth above, as well as any other improvements required of other residents on the date of assumption, and as previously approved by the Department as an amendment to this prospectus.

The required improvements set out above do not apply to tenants residing in the Park prior to June 4, 1984, to the extent that those tenants have completed required improvements disclosed to them prior to their occupancy.

In general and except as expressly provided to the contrary in the Prospectus, and to the extent permitted by law, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon including landscaping.

## VII. UTILITIES AND OTHER SERVICES



of utility systems or facilities refers to the process where, due to the action of state or local government or a utility, a particular utility which was previously operated as a private system for the benefit of the Park is to be connected to a public utility system, and the costs attendant thereto shall include all tap fees, connection fees, capital expenditures (amortized with reasonable interest over the expected life of the improvements) and other out-of-pocket expenses incurred by the Owner in making such conversion.

2. Notice of Increase

The mobile home owner shall be notified of any increase in the lot rental at least 90 days prior to the effective date of such increase.

3. Lot Rental Increases

a. General - The lot rental and each of the categories of charges currently or hereafter comprising a part of the lot rental are subject to periodic increases by the Owner. However, except for increases resulting from the imposition of pass through charges, the lot rental will not be increased more frequently than annually, except for initial tenancies which commence after the beginning of the rental term.

b. Factors affecting increases - The factors affecting the amount of increases in the lot rental (or in any fee or charge currently or hereafter comprising a part of the lot rental) may include a percentage increase in the previous year rent, that increased percentage being the larger of 15% or CPI. CPI is defined as the United States Department of Labor, Consumer Price Index, U.S. City Average - All Urban Consumers, 1967 = 100, or in the event the discontinuation of publication of such Consumer Price Index, then an alternative index designated by the Owner in its reasonable discretion.

or alternatively,

c. Factors Affecting Increase - The factors affecting the amount of increases in the lot rental (or in any fee or charge currently or hereafter comprising a part of the lot rental) may include Increased Costs, Prevailing Market Rent, Prevailing Economic Conditions, and other factors set out below, each determined and evaluated by the Owner at or prior to the time of furnishing notice of any increase in the lot rental in accordance with paragraph 2 of this section.

Factors which may affect the level of increases in lot rental, are as follows:

- (1) Water rates
- (2) Sewer rates

and other facilities and any other rules, is attached as Exhibit A. These Rules and Regulations were promulgated prior to the effective date of the Florida Mobile Home Act which made several changes to the laws of the State of Florida governing mobile home parks. Accordingly, several provisions of the Rules and Regulations attached to this Prospectus as Exhibit A may need to be revised to conform to existing law.

To the extent the current Rules and Regulations are inconsistent with existing law, they are invalid.

#### B. CHANGES IN RULES AND REGULATIONS

The Owner shall give written notice to each mobile home owner at least 90 days prior to any change in the Rules and Regulations. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety, and welfare may be enforced prior to the expiration of the 90 day period.

#### X. ZONING

The nature and type of zoning under which the mobile home park operates, the permitted uses under such zoning classification, and the name of the zoning authority which has jurisdiction over the land comprising the mobile home park is as follows:

The property previously described is zoned TR-3, for single family mobile homes exclusive of travel trailers and recreational vehicles, Brevard County, Melbourne, Florida.

Jurisdiction over the said property is the Brevard County Planning and Zoning Commission with all water ways and lakes coming under the jurisdiction of the St. John's Water Management District. At this time there are no definitive plans for future changes in the use of the land comprising this mobile home park, but ownership reserves the right at some future date to subdivide this land and sell individual lots to the general public, offering first right of refusal to present mobile home owners residing in the Park.

The Owner has no definite future plans to seek a change in the use of land comprising the Park.

#### XI. EXHIBITS

The following exhibits are required attachments to this Prospectus:

Exhibit A - Rules and Regulations



STATE OF FLORIDA

DEPARTMENT OF BUSINESS REGULATION

THE JOHNS BUILDING  
725 SOUTH BRONOUGH STREET  
TALLAHASSEE, FLORIDA 32301

Bob Graham, Governor  
R. B. Burroughs, Jr., Secretary

January 28, 1985

E. James Kearney, Director  
Division of Florida Land Sales,  
Condominiums & Mobile Homes

Mr. Jack M. Skelding, Jr.  
Madigan, Parker, Gatlin, Swedmark & Skelding  
Forum Building  
318 North Monroe Street  
Post Office Box 669  
Tallahassee, FL 32302

RE: 1300775P - LAMPLIGHTER VILLAGE

Dear Mr. Skelding:

A prospectus filing for the above referenced mobile home park was received in acceptable form on December 31, 1984 .

Within 45 days from this date, the Division will examine the content of your filing to ensure that it is adequate to meet the requirements of the Florida Mobile Home Act. You will be notified as to the results of this examination within this time period. If you have any questions concerning this process, please contact me at the above address.

Yours truly,

*Anna M. Chason*

Anna M. Chason  
Revenue Clerk

Bureau of Mobile Homes

DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS  
AND MOBILE HOMES

/amc

Office of the Secretary

Division of Hotels & Restaurants

Division of Alcoholic Beverages & Tobacco

Division of Florida Land Sales,  
Condominiums & Mobile Homes

Division of Pari-Mutuel Wagering  
1350 N.W. 12th Avenue, Room 332  
Miami, Florida 33136

Original

PROSPECTUS  
FOR  
LAMPLIGHTER VILLAGE

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN LEASING A MOBILE HOME LOT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATION OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

4. IF THIS PROSPECTUS WAS RECEIVED PRIOR TO OCCUPANCY IN THE MOBILE HOME PARK, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS, OR UNTIL OCCUPANCY IN THE PARK, WHICHEVER OCCURS FIRST.

## TABLE OF CONTENTS

I. PARK NAME AND ADDRESS .....	2
II. NOTICES AND DEMANDS .....	2
III. DESCRIPTION OF THE PARK PROPERTY .....	2
A. LOTS SIZES .....	2
B. SETBACK AND SEPARATION REQUIREMENTS .....	2
C. SHARED FACILITIES .....	4
IV. RECREATIONAL AND COMMON FACILITIES .....	4
A. BUILDINGS .....	4
B. SWIMMING POOL .....	4
C. OTHER FACILITIES AND PERMANENT IMPROVEMENTS .....	4
D. PERSONAL PROPERTY .....	4
E. DAYS AND HOURS OF OPERATION .....	4
F. FUTURE IMPROVEMENTS .....	5
V. MANAGEMENT .....	5
VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS .....	5
VII. UTILITIES AND OTHER SERVICES .....	6
VIII. INCREASES IN RENT AND OTHER CHARGES .....	8
A. LOT RENTAL AMOUNT .....	8
B. MANNER OF RENT INCREASES AND OTHER CHARGES .....	10
IX. PARK RULES AND REGULATIONS .....	15
X. ZONING .....	15
XI. EXHIBITS .....	16
EXHIBIT A - RULES AND REGULATIONS .....	17
EXHIBIT B - LAYOUT OF THE PARK .....	18
EXHIBIT C - COVENANTS AND RESTRICTIONS .....	19
EXHIBIT D - RENTAL AGREEMENT .....	20
EXHIBIT E - LOT SIZES .....	21
EXHIBIT F - GROUND LEASE .....	22
EXHIBIT G - SETTLEMENT AGREEMENT .....	23

## I. PARK NAME AND ADDRESS

The name and address of the mobile home park (the "Park") is as follows:

Lamplighter Village  
500 North John Rhodes Boulevard  
Melbourne, Fl 32935

## II. NOTICES AND DEMANDS

The following person is authorized to receive notices and demands on the Park Owner's behalf:

Mrs. Adriane Lane, Manager  
Lamplighter Village  
500 North John Rhodes Boulevard  
Melbourne, Fl 32935

## III. DESCRIPTION OF THE PARK PROPERTY

### A. LOTS SIZES

There are 442 lots in Lamplighter Village. The approximate lot sizes are shown in Exhibit E of this Prospectus.

The park owner reserves the right from time to time to reclassify any or all of the lots in the Park with respect to such reasonable factors as size and location.

### B. SETBACK AND SEPARATION REQUIREMENTS

There are several requirements of law with respect to how far each mobile within the Park must be set back from the borders of its lot and the distance that must be maintained from each mobile home and its supporting facilities (such as, for example, a carport or a porch) to other mobile homes, supporting facilities and structures in the Park.

Pursuant to Section 4A-42.05 of the Florida Administrative Code, the State Fire Marshal has adopted the National Fire Protection Association code on mobile home setback and separation distances. The applicable provisions of that code are as follows:

#### 5-2.1 Firesafety Separation Requirements

5-2.1.1 - Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3.04 m.) side to side, 8 ft. (2.44 m.) end to side, or 6 ft. (1.83 m.) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier.

#### 5-4 Accessory Building or Structure Firesafety Requirements

5-4.1 - A carport, awning, ramada, or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than 3 ft. (0.91 m.) from a building, cabana, or enclosed porch on an adjacent site. A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 ft. (1.52 m.) from the site line of an adjoining site.

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, governmental rules or regulations are subject to amendment or repeal. Consequently, no representation is made as to the applicability or interpretation of the setback and separation requirements set out above, nor as to the continuing applicability of such requirements. Prospective tenants of the Park are advised to inquire with the above referenced authorities with respect to these matters. Please note that the above quoted and referenced requirements concern only the setback and separation requirements applicable to the Park on the filing date of this Prospectus, that any one or more of such requirements may be subsequently modified or repealed, and that there may exist additional requirements of various governmental entities with respect to the placement and installation of mobile homes on lots within the Park. No obligation is undertaken by the Owner to advise any Park resident or tenant of any such modification, adoption of additional requirements by any other governmental body, or repeal of these provisions, or of any such additional requirements. The requirements stated above may not be applicable to the Park, in whole or in part, due to the placement of homes in the Park prior to the enactment of these requirements.

### C. SHARED FACILITIES

Lamplighter Village's facilities are available for use by

the Park's residents. There are 442 lots at present sharing these facilities. There are plans to expand by an additional 197 lots, and as those lots become available, the residents of those lots will be using the facilities.

#### IV. RECREATIONAL AND COMMON FACILITIES

The recreational and common facilities of the Park are as follows:

##### A. BUILDINGS

1. Building "A" - consists of approximately 1,150 square feet, with three rooms plus mens and ladies restrooms. The Poolroom is approximately 660 square feet, the Library is approximately 115 square feet, and the Laundry is approximately 250 square feet.

2. Building "B" - consists of approximately 2,500 square feet with 3 rooms and a ladies and mens restrooms. The meeting area is approximately 1,500 square feet, the kitchen is approximately 160 square feet, and a storage area of approximately 500 square feet.

##### B. SWIMMING POOL

The swimming pool is approximately 20 feet wide and 40 feet long. The pool is not heated. It's depth ranges from 3 ft. to 7 ft. The deck is approximately 1,600 square feet in size.

##### C. OTHER FACILITIES AND PERMANENT IMPROVEMENTS

A description of all other facilities and permanent improvements which are available for use by the mobile home owners, is as follows:

Tennis courts - there are two asphalt surface tennis courts.

Horseshoe pit - there is a clay horseshoe pit.

Boccie court - there is a clay Boccie court.

Picnic areas - there are two picnic areas: one covered and the other one open.

Shuffleboard courts - there are 4 covered and 11 courts.

Lake - there is a 28 acre lake available for fishing and non-power boat activities.

Parking - There is a permanent improvement of a parking



facility used for recreational vehicles and boats. It is approximately 19,200 square feet and can accomodate approximately 40 vehicles and boats.

#### D. PERSONAL PROPERTY

The items of personal property available for use by the mobile home owners are: (1. shuffleboard equipment; (2. bocce court equipment; (3. horseshoe equipment; (4. barbecue equipment; (4. pool room equipment; (5. deck chairs, tables, and umbrellas around swimming pool area.

#### E. DAYS AND HOURS OF OPERATION

The recreational facilities of the Park are generally open from 9:00 AM to 9:00 PM.

The park owner expressly reserves the right to alter the days and hours of operation in accordance with procedures prescribed in the park rules and regulations. In case of emergency or repairs, the facility may be closed, and the residents will be notified promptly.

#### F. FUTURE IMPROVEMENTS

All facilities described in this Prospectus are complete as of the filing date. The Owner reserves the right from time to time to alter or change any of such facilities or property by the removal, relocation or alteration of existing facilities and property or the construction of new facilities. No assurance is given that any of the foregoing facilities or property will remain available for the residents' use for any specified period after the filing date.

### V. MANAGEMENT

The management of Park is the responsibility of the Park Manager. The Park Manager's office is located adjacent to the tennis court, and will have posted days and hours of operation. All questions and problems concerning park operations should be directed to the Park Manager.

The Owner may from time to time employ such additional personnel as the Owner may deem necessary or appropriate to properly operate the Park. The Owner reserves the right, upon 90 days prior written notice to each mobile home owner, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the Park.

### VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

Each mobile home owner in the Park must have the following permanent improvements:

1. Concrete driveway - 10 feet in width and a minimum of 54 feet in length.
2. Utility shed - minimum of 48 square feet.
3. Carport - Aluminum with a minimum of 10 feet 6 inches in width and 36 feet in length.
4. Concrete block skirting with footing and stucco finish.
5. Concrete block stucco finished steps at each entrance.
6. Sod, deluxe landscaping and sprinkler system.
7. All electric mobile home.

These required improvements may be changed from time to time, and will be altered only in the manner prescribed by the rules of the Department of Business Regulation for amendments to this Prospectus. All tenants will be notified of such changes prior to their occupancy. All required improvements must meet the specifications for those improvements as established by the Park. The current specifications are available from the Park Manager's office.

To the extent permitted by law, tenants assuming the remaining portion of a tenancy as prescribed by Section 723.109(3), Florida Statutes, will be required to upgrade the mobile home they are purchasing from the original tenant. The assuming tenant will be required to install the improvements as set forth above, as well as any other improvements required of other residents on the date of assumption, and as previously approved by the Department as an amendment to this prospectus.

The required improvements set out above do not apply to tenants residing in the Park prior to June 4, 1984, to the extent that those tenants have completed required improvements disclosed to them prior to their occupancy.

In general and except as expressly provided to the contrary in the Prospectus, and to the extent permitted by law, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon including landscaping.

## VII. UTILITIES AND OTHER SERVICES

A. The manner in which utilities and other services will be provided and the person or entity furnishing those services, is as follows:

1. Water - Water is provided by the Park which is billed to the Park residents in accordance with the settlement agreement attached as Exhibit G. Responsibility for water lines from the shut off valve to your mobile home are the mobile home owner's responsibility.

The Owner reserves the right, upon 90 days notice to each mobile home owner, to cause each mobile home owner to be separately billed for water either by the installation of individual meters for each mobile home lot in the Park at the mobile home owner's expense, or by an equitable apportionment of the total water charges billed to the Park.

2. Sewage - Sewage disposal is provided by the Park. Sewage charges are included in the lot rent, subject to pass through of any cost increase due to an increase in gallons of water used or a rate increase as per the settlement agreement as set forth in Exhibit G.. Responsibility for sewer lines within the Park are the Owner's, up to the in ground connection of the sewer line to the mobile home. The in ground connection and the lines to and including the mobile home lines are the mobile home owner's responsibility.

The Owner reserves the right, upon 90 days notice to each mobile home owner, to cause each mobile home owner to be separately billed for sewage either by the installation of individual meters for water use for each mobile home lot in the Park at the mobile home owners expense, or by an equitable apportionment of the total sewer charges billed to the Park.

3. Waste Disposal - Waste disposal (Garbage and Trash Collection) is provided by the Park. The provision of adequate containers and delivering the containers to the appropriate location for pickup is the mobile home owners responsibility.

As of the filing date of this Prospectus, the Park does not separately bill the mobile home owners for the waste disposal services provided by the Park. However, the Owner reserves the right, upon 90 days written notice to each owner of a mobile home in the Park, to (i) charge each mobile home owner separately for the waste disposal services provided by the Park, through (i) an equitable apportionment of the cost of such services, or (ii) discontinue the provision of waste disposal services by the Park and cause each mobile home owner to be separately billed for waste disposal services either by an equitable apportionment of the waste disposal service charged to the Park or by direct billing from the company or companies providing such services, or by both such apportionment and such direct billing.

4. Cable TV - Cable TV is provided by Cable Vision of Florida and is entirely the mobile homeowners responsibility.

5. Storm Drainage - Storm drains are provided and maintained by the Park Management.

6. Electricity - Electric power is provided by the Florida Power and Light Company. It is billed directly to the mobile home owner, and is the owner's sole responsibility. Florida Power and Light is responsible for the electric lines to the meter including the meter. The Park Management is responsible for the electric meter pedestal. Electric lines to the mobile home, the main breaker and any other connection outside the mobile home is the responsibility of the mobile home owner.

7. Changes to Utilities and Other Services - The description of the utility and other service set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the filing date of this Prospectus. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the mobile home owners within the Park may be billed separately for utilities or services that are billed to the Park as of the filing date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Park as of the filing date.

## VIII. INCREASES IN RENT AND OTHER CHARGES

### A. LOT RENTAL AMOUNT

The mobile home owner will be responsible for payment of rent, special use fees, pass through charges, assessments, and other financial obligations, as follows:

#### 1. Rent

The base rent for your lot is \$\_\_\_\_\_ per month, payable on the 1st day of each month. The base rent for your lot will be in effect from \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_.

#### 2. Special Use Fees

Other fees, charges, and assessments that the mobile home owner is responsible for include:

a. Entrance Fee - \$\_\_\_\_\_. This fee will be imposed on all new tenants of the Park, and to the extent allowable by law, will

also be imposed upon those tenants assuming the remainder of an existing tenancy due to the purchase of a mobile home from an existing tenant.

b. Late Charge - \$\_\_\_\_\_ if rent is not paid by the 1st day of the month, and \$\_\_\_\_\_ retroactive to the 1st day for each additional day after the 5th of the month that the rent is past due.

c. Returned Check Charge - \$\_\_\_\_\_.

d. Guest Fee - \$\_\_\_\_\_ per person per day. This fee will be assessed only if your guest's visit exceeds thirty days per year or 15 days consecutively.

e. Lawn Maintenance - \$\_\_\_\_\_ per month. This fee will be assessed in accordance with the extent of the Lawn Maintenance required in accordance with the Park Rules and Regulations.

f. Other Fees and Charges - The Owner reserves the right to assess other or additional fees or charges to new residents, but only if such fees or charges are disclosed prior to occupancy. Prior to delivery to the mobile home owner, the spaces below must be filled in with the assessed charge, or have "none" placed in the type of charge.

Type of Charge	Amount
_____	\$ _____
_____	\$ _____

### 3. Pass Through Charges

The mobile home owner will be responsible for payment of those costs incurred by the park owner as a result of actions by state or local government or a utility. The definition of pass through charges is set forth in the section prescribing the manner of rent increases. The charges may be assessed more often than annually. The costs incurred by the park owner will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of occupied mobile home spaces in the park. Those items listed below as pass through charges, as well as any other costs incurred by the park owner as a result of actions by state or local government, or a utility, may be increased or passed on to the mobile home owner more often than annually; however, the park owner reserves the right to recoup those costs in the form of future rent increases, rather than as pass through charges.

Current Pass through	Amount
_____	\$ _____

\_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

#### 4. In General

The costs of all other services required by the resident are solely the resident's responsibility.

The dollar amounts set out above represent only the amounts charged for each category on the date that this prospectus is delivered to the mobile home owner. As disclosed in the Prospectus, such amounts are subject to increase.

Wherever a "0" appears in the blank for the amount charged for any rental category described in this section, it means that there is no current dollar amount for that particular charge. As disclosed in this Prospectus, the Owner may from time to time commence the imposition of charges for such rental categories and, once such charges have been imposed, such charges shall be subject to increase.

Nothing in this Prospectus shall be deemed a waiver of the owner's right to collect from the mobile home owner any damages that the Owner may sustain as a result of or in connection with the tortious act, neglect or breach of the rental agreement by the mobile home owner or anyone permitted to be on the Park property by the mobile home owner.

#### B. MANNER OF RENT INCREASES AND OTHER CHARGES

##### 1. Definitions

a. "Lot rental" means all sums paid or to be paid by the mobile home owner to the Owner in consideration of leasing or renting a mobile home lot or lots in the Park. Such sums include any and all rents, special use fees, pass through charges, installation and set-up charges, and other fees, charges and assessments imposed by the Owner.

b. "Special use fees" mean those separately itemized amounts for specific services or privileges which are charged in addition to rent including, but not limited to, such charges as guest fees, pet fees, entrance fees, and other charges.

c. "Pass through charges" mean those amounts, other than special use fees, which are itemized and charged separately from the rent and which represent the mobile home owner's share of costs incurred by the Owner either: (i) as a result of any tax, assessment, utility charge or other imposition or charge, or cost by state or local government, or any agency thereof, or a utility, or by any special district formed or created in accordance with any section of the Florida Statutes; or (ii) in connection with the construction, operation, or conversion of utility systems or facilities serving the Park. The conversion

of utility systems or facilities refers to the process where, due to the action of state or local government or a utility, a particular utility which was previously operated as a private system for the benefit of the Park is to be connected to a public utility system, and the costs attendant thereto shall include all tap fees, connection fees, capital expenditures (amortized with reasonable interest over the expected life of the improvements) and other out-of-pocket expenses incurred by the Owner in making such conversion.

## 2. Notice of Increase

The mobile home owner shall be notified of any increase in the lot rental at least 90 days prior to the effective date of such increase.

## 3. Lot Rental Increases

a. General - The lot rental and each of the categories of charges currently or hereafter comprising a part of the lot rental are subject to periodic increases by the Owner. However, except for increases resulting from the imposition of pass through charges, the lot rental will not be increased more frequently than annually, except for initial tenancies which commence after the beginning of the rental term.

b. Factors affecting increases - The factors affecting the amount of increases in the lot rental (or in any fee or charge currently or hereafter comprising a part of the lot rental) may include a percentage increase in the previous year rent, that increased percentage being the larger of 15% or CPI. CPI is defined as the United States Department of Labor, Consumer Price Index, U.S. City Average - All Urban Consumers, 1967 = 100, or in the event the discontinuation of publication of such Consumer Price Index, then an alternative index designated by the Owner in its reasonable discretion.

or alternatively,

c. Factors Affecting Increases - The factors affecting the amount of increases in the lot rental (or in any fee or charge currently or hereafter comprising a part of the lot rental) may include Increased Costs, Prevailing Market Rent, Prevailing Economic Conditions, and other factors set out below, each determined and evaluated by the Owner at or prior to the time of furnishing notice of any increase in the lot rental in accordance with paragraph 2 of this section.

Factors which may affect the level of increases in lot rental, are as follows:

(1) Water rates

(2) Sewer rates

(3) Electricity rates

(4) Waste disposal

(5) Maintenance costs

(6) Management costs

(7) Property taxes

(8) Major repairs or improvements

(9) Increased costs, which refers to any increases experienced by the Owner since the delivery of notice of the last increase in the lot rental in the total costs arising out of the ownership, operation and management of the Park. To the extent permitted by law, all present and future operating expenses and other charges of every kind and nature will be taken into account in determining the total costs, and such expenses and charges shall include, but not necessarily be limited to:

(a) The costs of all insurance carried by the Owner with respect to the Park;

(b) The cost of general repairs, maintenance and replacement;

(c) The cost of janitorial, security, cleaning, window washing, and pest control;

(d) The cost of redecorating, renovating and landscaping the common facilities or areas in the Park, and of stripping, patching and repairing any roadways, vehicular parking areas or storage areas in the Park;

(e) The costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal;

(f) The cost of providing heating, ventilating, sewage and waste disposal, air conditioning, and any other service attributed to the operation of any recreational building or other common area or facility in the Park.

(g) Reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Park;

(h) Management fees paid in connection with the operation and management of the Park, including any such fees paid to the Owner or any affiliate of the Owner;

(i) The cost of capital improvements or major repairs made in or for the benefit of the Park, and for the funding of any reserves for capital improvements or repairs, to the extent



permitted by law;

(j) Rents and additional rents payable under any ground lease;

(k) License fees, permit fees and other fees and charges payable to the State of Florida, any agency, or municipality thereof.

(10) Prevailing Market Rent - Refers to the lot rental imposed in mobile home parks comparable to this Park, and the lot rental willingly paid from time to time by new residents of this park. A park will be deemed comparable if it is located in the same general vicinity as this park, and offers similar densities, amenities and services.

(11) Prevailing Economic Conditions - Refers to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the lot rental or any increase in the amount thereof. These factors include but are not limited to: (1) the costs attendant to the replacement of this park in the economic environment existing at the time of any increase in the lot rental including, land acquisition costs, construction costs, losses associated with the operation of a park prior to full occupancy, and the level at which the lot rental must be established in order that the park owner will realize a reasonable return on the costs referred to in this clause (1); (2) the levels of interests rates and other financing charges associated with construction, interim and permanent financing; (3) the availability of alternative forms of real estate investments which, absent an increase in lot rental might reasonably be expected to yield a greater return on investment capital; (4) the levels of the CPI or other indices measuring the value of the U.S. dollar. "CPI" means the United States Department of Labor, Consumer Price Index, U.S. City Average - All Urban Consumers, 1967 = 100, or, in the event the discontinuation of publication of such Consumer Price Index, then an alternative index designated by Owner in it's reasonable discretion; (5) the level at which the lot rental must be established in order that the Owner will realize a reasonable return on the "Owner's Equity"; for this purpose the "Owner's Equity" refers to the fair market value of the Park from time to time, less existing mortgage indebtedness.

(12) Professional fees - Which may include but is not limited to, fees paid to accountants, attorneys, engineers, architects and consultants, employed to assist in the operation, management, development, and administration of the Park.

(13) Costs incurred as a result of actions by state or local government or a utility - Costs incurred as a result of state or local government or utilities will only be used as a factor for future rent increases to the extent those costs are not directly passed on to the resident in the form of pass through charges.

(14) To the extent permitted by law, the mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by the Owner in installing capital improvements or performing major repairs in the Park.

### C. ADDITIONAL CONSIDERATIONS

The reasons for the increase in lot rental or other fees and charges will be set forth in the notice of increase. Only those factors set forth in the notice will be relied upon by the Park Owner as justification for that increase.

This Prospectus and the information stated above concerning rent increases were developed in compliance with the requirements of Chapter 723, Florida Statutes, The Florida Mobile Home Act. Changes may be made to this law by the Legislature or as a result of decisions rendered by courts of law. Amendments may be made to this prospectus by the Owner to conform with those changes in the law, and may include amendments to Section VIII. INCREASES IN RENT AND OTHER CHARGES. The prospective or renewing tenant should take this into consideration.

The sections above are intended only to provide the Park resident with a listing of factors which may be considered by the Owner in whole or in part in establishing the amount of increases in lot rental.

NO ASSURANCE IS GIVEN BY THE OWNER THAT THE AMOUNT OF INCREASES IN THE LOT RENTAL WILL BE DIRECTLY OR INDIRECTLY RELATED TO ACTUAL INCREASES EXPERIENCED BY THE OWNER IN ANY ONE OR MORE OF THE COSTS OR OTHER ECONOMIC FACTORS LISTED IN THE SECTION.

An increase in one or more of the above described factors may result in an increase in the mobile home owner's rent or other charges.

Tenants assuming the remaining portion of a tenancy as prescribed by Section 723.109(3), Florida Statutes, are hereby notified that upon the expiration of the assumed tenancy, the park owner expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the park owner with such increase being imposed in the manner disclosed in the prospectus delivered to the initial recipient.

## IX. PARK RULES AND REGULATIONS

### A. CURRENT PARK RULES OR REGULATIONS

The current park rules and regulations governing mobile home owner's behavior, guest procedures, time for using recreational

and other facilities and any other rules, is attached as Exhibit A. These Rules and Regulations were promulgated prior to the effective date of the Florida Mobile Home Act which made several changes to the laws of the State of Florida governing mobile home parks. Accordingly, several provisions of the Rules and Regulations attached to this Prospectus as Exhibit A may need to be revised to conform to existing law.

To the extent the current Rules and Regulations are inconsistent with existing law, they are invalid.

#### B. CHANGES IN RULES AND REGULATIONS

The Owner shall give written notice to each mobile home owner at least 90 days prior to any change in the Rules and Regulations. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety, and welfare may be enforced prior to the expiration of the 90 day period.

#### X. ZONING

The nature and type of zoning under which the mobile home park operates, the permitted uses under such zoning classification, and the name of the zoning authority which has jurisdiction over the land comprising the mobile home park is as follows:

The property previously described is zoned TR-3, for single family mobile homes exclusive of travel trailers and recreational vehicles, Brevard County, Melbourne, Florida.

Jurisdiction over the said property is the Brevard County Planning and Zoning Commission with all water ways and lakes coming under the jurisdiction of the St. John's Water Management District. At this time there are no definitive plans for future changes in the use of the land comprising this mobile home park, but ownership reserves the right at some future date to subdivide this land and sell individual lots to the general public, offering first right of refusal to present mobile home owners residing in the Park.

The Owner has no definite future plans to seek a change in the use of land comprising the Park.

#### XI. EXHIBITS

The following exhibits are required attachments to this Prospectus:

Exhibit A - Rules and Regulations

Exhibit B - Layout of the Park

Exhibit C - Covenants and Restrictions

Exhibit D - Rental Agreement

Exhibit E - Lot Sizes

Exhibit F - Ground Lease

Exhibit G - Settlement Agreement

EXHIBIT A

RULES AND REGULATIONS

APPENDIX  
TO  
RULES AND REGULATIONS

- I. ADMITTANCE
- II. CARE AND APPEARANCE OF HOME SITE
- III. CARE AND APPEARANCE OF MOBILE HOME
- IV. RECREATION AREAS AND FACILITIES
- V. GENERAL CONDUCT
- VI. GUESTS
- VII. PETS
- VIII. VEHICLES - TRAFFIC
- IX. SOLICITING, SUBLETTING AND REALES
- X. MOVING
- XI. UTILITIES
- XII. LIABILITIES
- XIII. RENTS AND FEES
- XIV. COMPLAINTS
- XV. MISCELLANEOUS
- XVI. ACCEPTANCE

### I. Admittance

1. Management reserves the right to refuse admittance.
2. Persons applying for admittance must be adults (18 yrs. or over) and will be screened for approval. References will be required prior to approval.

### II. Care and Appearance of Home Site

1. Management reserves the right to enter all lots at reasonable times to inspect sites for proper use, utility maintenance and cleaning of sites.
2. Each tenant shall use his site and the improvements thereon in such a manner as to allow his neighbors to equally enjoy the use of their sites.
3. No clothes lines are permitted outside of the mobile home except for an approved umbrella type which placement is subject to management approval. Umbrella clothes lines shall be stored when not in use.
4. No one is permitted to hang hose, towels, rugs, rags or any wearing apparel on the mobile home, awning, etc.
5. Lawn care equipment, tools, etc. must be stored when not in use.
6. Boxes, bags and unsightly debris will not be permitted.
7. Fences or structural partitions of any type are not permitted between lots.
8. Storage under mobile homes is not permitted.
9. All lawn furniture is to be stored when not in use.
10. There will be no storage, maintenance or repair of cars, boats, campers, towed vehicles, etc. on a mobile home site.
11. Right of ways and unoccupied sites are to be free of all personnel property.
12. Landscaping
  - a. Tenants are encouraged to landscape their site but any trees, bushes and plants shall be so arranged and approved by management to the extent that they do not interfere with the adjoining tenants or underground utilities. Obtain permission prior to planting.
  - b. Such trees, plants and shrubs shall be maintained in an attractive manner by the tenant.
  - c. Lawn cutting unless otherwise desired by the tenant will be provided by the management. If tenant desires to cut own lawn mowing is allowed anytime except before 9:00 AM and after 6:00 PM and on Sundays and holidays.

### III. Care and Appearance of Mobile Home

1. Mobile homes must be kept clean and in good repair.
2. Hitches or tow bars must be removed.
3. Park is not responsible for the tenant's mobile home, utilities, drain pipes, etc. unless home is under warranty.
4. Skirting must provide access for utility repair and inspections.
5. All steps must be constructed of approved material.
6. The management reserves the right to establish building codes for any and all buildings and appurtenances placed on or within the boundaries of each mobile home site.
7. Management or its designated agent shall have the sole right to place, level and hook-up mobile homes on their sites.
8. Mobile homes are to be placed in accordance with the position initially designated by management.
9. After a mobile home has been placed, positioned or hooked up no repairs, replacement, reconnections, disconnections, additions, alterations or modifications will be permitted without the written consent of management.
10. No window type air conditioners are permitted.
11. Carport and Storage Shed
  - a. A carport and storage shed are required on each new home set-up in the park for a tenant.
  - b. The buyer of a used home not having a carport and/or storage shed must agree to have them erected within one month after buying the home. The carport and shed must meet or exceed the material and design standards of those installed on other homes in the park. Approval of the plans must be obtained from the management.

#### IV. Recreation Areas and Facilities

1. All tenants shall have equal rights and responsibilities in connection with the use of the Recreation Building and Facilities including shuffleboard courts, swimming pool, kitchen, etc. all of which are provided by management for the tenants' pleasure, convenience and happiness.
2. Recreation areas and facilities will be open from 9:00 AM to 9:00 PM.
3. Specific rules pertaining to each recreation facility as posted by management are to be observed.
4. In the event of repeating violators management shall have the right to deny tenant or tenant's guests use of the recreation facilities.
5. Equipment and facilities are to be used at your own risk.
6. All tenants are required to leave equipment and buildings in good condition. If anything is out of order when you arrive report it to the management immediately.
7. Recreation Hall may be reserved for private parties. Applications must be in writing stating nature of the party, number of guests and date desired. There will be a charge of \$50.00 per occasion. It shall be the applicant's responsibility to leave hall in clean and orderly condition.
8. The riding of trail bikes and motorcycles through the park is not permitted.
9. Lake Rules
  - a. No gasoline motors are allowed. Electric motors may be used.
  - b. Sailboats and small craft up to 12' in length and 5' beam are allowed.
  - c. Fishing is permitted along the lake shore on tenant's own site, green areas and the boardwalk.

#### V. General Conduct

1. Tenants shall keep their radios, record players, televisions, voices and other sounds at a moderate level particularly during the period from 10:00 PM to 9:00 AM.
2. Tenants are to obey all applicable city, county and state laws and ordinances.
3. No firearms are to be discharged in the park.
4. If fire, police or ambulance services are called management should be notified.

#### VI. Guests

1. Tenants are responsible for their guests.
2. Guests are not permitted to bring pets into the park.
3. Only registered guests will be permitted to use the recreation facilities. They must be accompanied by a tenant.
4. Tenants may have registered overnight guests for a total period of thirty (30) days per calendar year at no charge. Guests will be charged \$1.00 per day per person for each day over thirty.
5. It is the objective of Lamplighter Village to maintain the residency and atmosphere of an adult community. Underage guests are welcome in reasonable moderation with adult supervision.

#### VII. Pets

1. Pending the approval of management only one pet per site is allowed.
2. A listing and description of each pet is required in the park office.
3. Pets must be kept on a leash at all times while outside. Violators will be asked to leash or dispose of the pet.
4. Pets are never allowed in the recreation areas, laundry or park buildings.
5. No pet houses are allowed on sites.
6. All loose pets will be taken to the animal shelter.
7. In the event of justified complaints the pet owner will be warned once. On the second justified complaint the owner will be requested to dispose of the pet.
8. Pets waste must be picked up and disposed of properly.



VIII. Vehicles - Traffic

1. Management reserves the right to control all vehicles or pedestrian traffic within the park.
2. Vehicles must observe the posted speed limits.
3. Pedestrians have the right of way, bicycles and golf carts second, automobiles third. BE CONSIDERATE AND SAFETY CONSCIOUS.
4. Repairs or mechanical maintenance on vehicles is prohibited.
5. Autos must be in reasonable repair. Those dripping oil or gasoline must be repaired in a timely way. Drip spots on parking surfaces must be cleaned up by tenant.
6. Parking of autos is restricted to the carport or driveway except for visitors who must park in designated areas.
7. Trucks over 3/4 ton are not permitted in the park.

IX. Soliciting, Subletting and Resales

1. No subletting is allowed.
2. Mobile home sites are not transferable.
3. Management shall not deny tenant the right to sell his mobile home within the park.
  - a. Tenants selling their home cannot guarantee prospective buyers a site in the park. Buyers must be approved like any new tenant.
  - b. If buyer doesn't qualify the mobile home must be moved from the park.
  - c. Management will assist or sell the mobile home for the seller for a reasonable fee to be agreed upon.
  - d. No "For Sale" signs may be erected without permission of management.
4. No advertisements shall be displayed in park except as designated by management.
5. No commercial or professional activities are allowed in the park.
6. Management reserves the right to control all peddling, soliciting, selling and delivering in the park.
7. Please notify park office if you are bothered by solicitors or peddlers.

X. Moving

1. Tenant shall give landlord at least thirty (30) days notice in writing prior to moving otherwise and additional month's rent will be charged.
2. Management shall supervise the moving of a home from the park.

XI. Utilities

1. City water is provided by the park and included in the rent.
  - a. Running water shall not be left unattended.
  - b. The washing of cars and mobile homes is permitted only with the use of shut-off type hose nozzles.
  - c. Water leaks should be reported to management.
2. Outside antennas of any kind are not permitted without the express approval of management.
3. Refuse
  - a. Garbage collection is included in the rent and furnished twice a week.
  - b. Garbage containers with tight fitting lids shall be kept in an inconspicuous place.
  - c. Refuse must be taken to the curb in sealed plastic bags for pick-up unless prior arrangements have been made with management.
4. Laundry
  - a. Laundry facilities are provided for tenant's daily use from 8:00 am to 9:00 pm.
  - b. Users shall obey machine operating instructions. Do not overload machines.

- c. Tenants are responsible for cleaning machines after use.
- d. Dyeing is not allowed in washing machines.
- e. Ownership is not responsible for clothes lost, stolen or damaged.

#### XII. Liabilities

1. Park owners and management absolve themselves from all liability or responsibility pertaining to personal injury from any cause whatsoever to any tenant, guest, visitor or pet.
2. Park ownership shall not be liable for any loss or damage to mobile homes or personal property by fire, theft, accident or any cause whatsoever.
3. Tenants are responsible for acts by themselves, their families, guests or pets.

#### XIII. Rents and Fees

1. All rental spaces are based upon one or two adult occupants per site. There is an additional charge for each and every person over two permanently occupying a mobile home. A maximum of only four persons per site is permitted on a permanent basis.
2. Rent is due on the first of each month and is considered late after the fifth of the month. The late charge of \$1.00 per day retroactive to the first of the month.
3. Rent is to be paid to the park office. If tenant is out of town rent can be mailed to park office at 500 North John Rodes Blvd, Melbourne, Fl. 32935.
4. Management shall provide tenant at least ~~thirty~~ (90) days notice of any change in rent or miscellaneous fees.
5. Tenants should notify the management when leaving the park for more than three days and advise when they expect to return.

#### XIV. Complaints

1. Complaints from tenants must be in writing and signed and addressed to management. Management will react in a fair and reasonable manner.
2. Rule infractions will be brought to the tenant's attention as part of landlord service.

#### XV. Miscellaneous

1. The park office is open Monday to Friday. Park office will be closed Saturdays, Sundays and all legal holidays.
2. The park manager is a resident and may be called upon at any reasonable time for any prudent reason.
3. The rules and regulations may be changed or amended with thirty days notice.
4. Any notice from landlord to tenant shall be mailed or delivered to the tenant's address in the park.
5. Lamp post lights are owned and maintained by the homeowner. Please ask if you need assistance. The labor is free, but of course, the homeowner must pay for parts if required. A good safety conscious resident of Lamplighter Village is proud to keep his or her light on even when away. The cost of continual day and night operation according to FP&L is less than 60¢ per month. The above maintenance policy applies to mailboxes also.

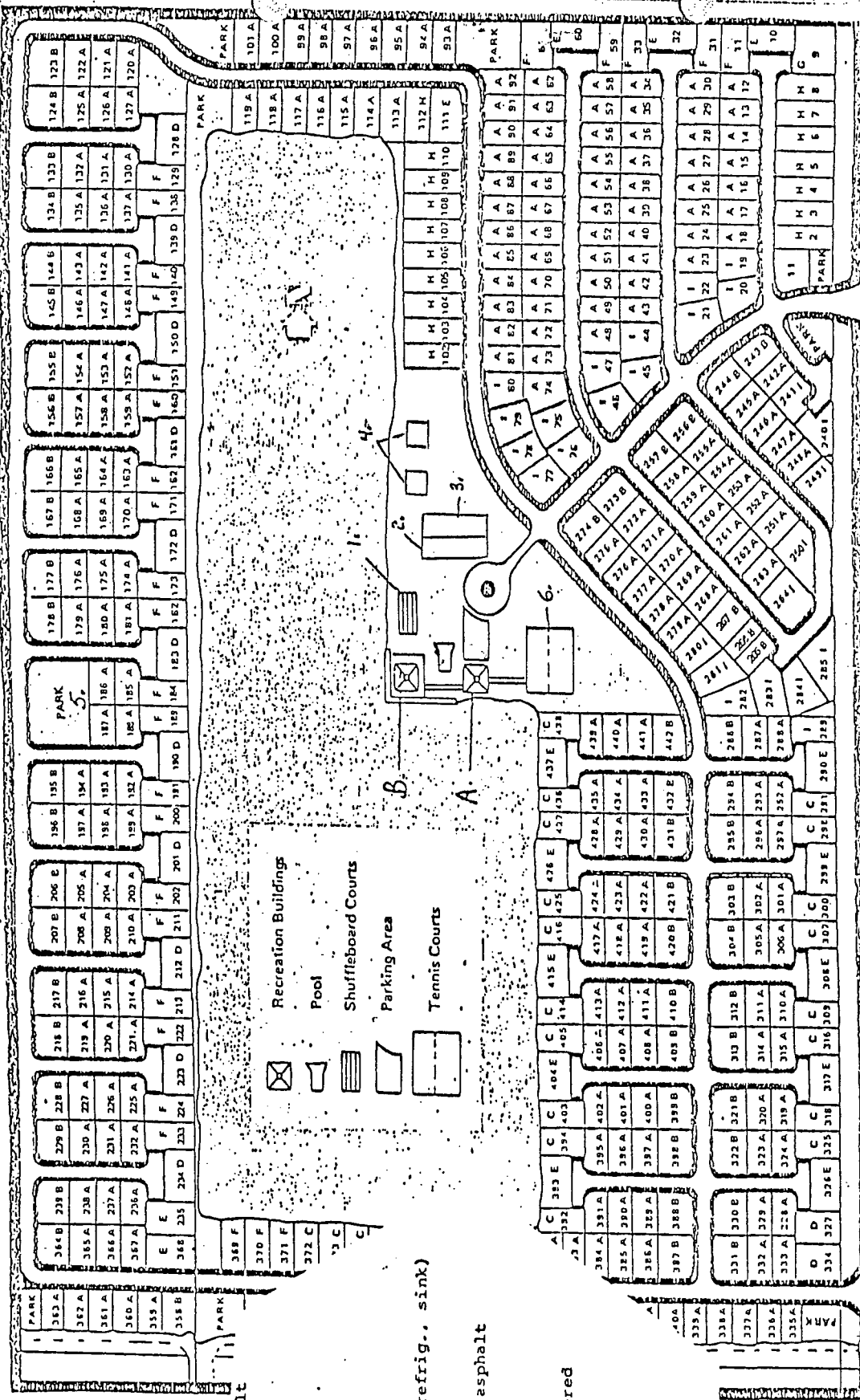
#### XVI. Acceptance

1. By accepting tenancy in this park the resident agrees to abide by these and other park rules as well as all federal, state and local laws.
2. Any violation may terminate a spaceholder's occupancy with thirty (30) days written notice.
3. The spaceholder will remove all structures from the space site and leave site in orderly condition.
4. The spaceholder may terminate his occupancy upon like notice to the management and upon the same conditions.

EXHIBIT B

LAYOUT OF THE PARK

# EXHIBIT



Tennis Courts (2) Asphalt

Poolroom 24½ x 27

Library 12 x 9½

Laundry 27 x 9

Restrooms

Rec Hall 41½ x 30

Small Kitchen, (stove, refig., sink)

Restrooms

Shuffleboard Courts (4) asphalt

Horseshoe Court - clay

Boccie Court - clay

Picnic Area (2) one covered

Parking for R.V. & boats

Large Lake for boating

# PHENIX OFFICE ...

Everything you've been looking for... and more!

- KEY**
- A - 50 x 80
  - B - 70 x 80
  - C - 50 x 90
  - D - 60 x 90
  - E - 60 x 100
  - F - 50 x 100
  - G - 80 x 110
  - H - 50 x 110
  - I - Irregular shape (4,000 - 6,000 square feet)

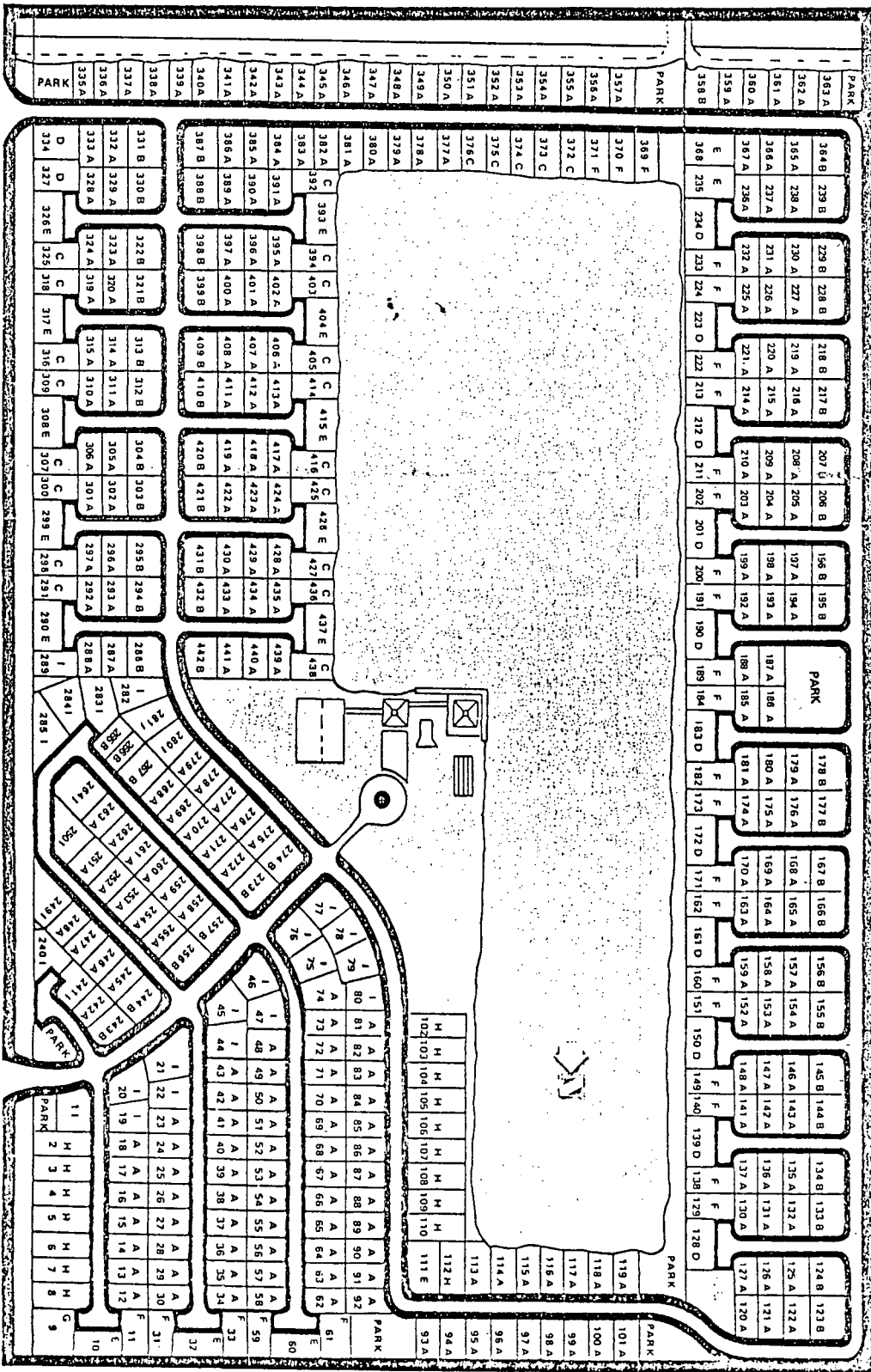
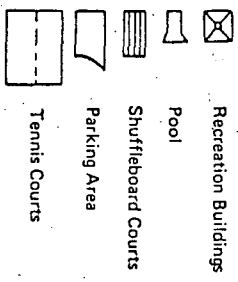


EXHIBIT C

COVENANTS AND RESTRICTIONS

Except for utility easements, there are no covenants, restrictions or zoning affecting the use of the property other than those contained in this Prospectus

EXHIBIT D

RENTAL AGREEMENT

LOT LEASE

LANDLORD: 2220 Associates  
D.B.A. - Lamplighter Village

TENANT: \_\_\_\_\_

The above named parties agree as follows:

1. PROPERTY: The LANDLORD leases to the TENANT the following space designated as:

LOT \_\_\_\_\_, \_\_\_\_\_

2. TERM: The term of this lease shall be for a period of \_\_\_\_\_ years \_\_\_\_\_ months commencing on \_\_\_\_\_, 19\_\_\_\_ and terminating on December 31, 1991.

3. RENT: A. The TENANT shall pay to the LANDLORD as rent for the year \_\_\_\_\_ \$ \_\_\_\_\_ which sum shall be paid in monthly installments of \$ \_\_\_\_\_ due and payable on the first day of each month during the term of this lease.

B. LANDLORD may at LANDLORD'S sole option increase the rent once in every calendar year by the amount of 15% of the preceeding year's rent or by the percentage increase for the preceeding year in the Consumer Price Index, (Cities - All Items), whichever is higher.

4. RULES AND REGULATIONS: The Rules and Regulations of the LANDLORD governing the operation, maintenance, and conduct of said mobile home park are made a part of this lease by reference. A copy of the current Rules and Regulations are posted in the recreational clubhouse of the mobile home park. The LANDLORD reserves the right to amend said Rules and Regulations from time to time and such amendments shall become effective upon thirty days written notice to the TENANT.

5. APPLICABLE LAW: The provisions of part 3 of Chapter 83, Florida Statutes, known as the "Florida Mobile Home Landlord and Tenant Act" shall govern this mobile home park tenancy.

6. EVICITION: The LANDLORD may evict the TENANT for any of the following reasons:

- (a) Non-payment of rent.
- (b) If the TENANT is convicted of the violation of a federal, state or local law, which violation the LANDLORD deems to be detrimental to the health, safety or welfare of other tenants in the mobile home park.
- (c) Violation of any of the Rules or Regulations, provided however that the TENANT shall have received written notice of the grounds upon which he is to be evicted at least thirty days prior to the date the TENANT is required to vacate the premises.
- (d) Change in the use of the land comprising the mobile home park or a portion thereof affecting the above lot to some other use.

7. LEGAL EXPENSES: The prevailing party in any legal action arising out of a dispute under this lease shall be entitled to reasonable attorney's fees and all court costs.

8. UTILITIES: The TENANT shall pay, on a monthly basis, any amount in excess of the following base:

Monthly Base

Garbage Removal	\$2.50
R.E. Taxes	\$2.85

The above is prorated based at 1/492 of the total.



9. TENANT'S LIABILITY: The TENANT shall be liable for all damages occasioned by the TENANT'S occupancy and use of said premises, and agrees to hold the LANDLORD harmless from and against all claims for damages or personal injury caused by TENANT.

10. SUB-LETTING OR ASSIGNMENT: The TENANT shall have no right to assign this lease or to sub-let the premises without the written consent of the LANDLORD.

11. MISCELLANEOUS FEES: The following fees shall be charged during the term of this lease:

(a) An additional monthly charge of \$15.00 per person in excess of two persons occupying the leased premises, excluding guests. Guests are those persons whose stay on said premises does not exceed fifteen consecutive days or thirty total days per year.

(b) Use of the recreational clubhouse for private parties shall be at the rate of \$50.00 per day with a \$50.00 security deposit returnable to the TENANT conditioned upon the return of said clubhouse in a clean and undamaged condition.

12. LANDLORD'S LIEN: The LANDLORD shall have a lien on the TENANT'S mobile home to secure the payment of all rent due the LANDLORD hereunder together with any and all other charges owed to the LANDLORD by the TENANT. The LANDLORD shall have the right to foreclose said lien in the same manner as the foreclosure of a security interest in personal property under the Uniform Commercial Code.

13. MORTGAGE SUBORDINATION: The TENANT acknowledges that this lease is subordinate to the lien of any mortgage on said mobile home park or any mortgages subsequently placed on said mobile home park by the LANDLORD, and the TENANT agrees to execute any documents required by a mortgagee of LANDLORD acknowledging said subordinate interest.

14. DISCLOSURE OF LANDLORD'S AGENT: The LANDLORD hereby designates the following person and his address who is authorized to receive notices and demands on behalf of the LANDLORD. Such designation shall remain in effect until such time as the TENANT is notified in writing of any change.

Lamplighter Village  
2220 Rhodes Blvd.  
Melbourne, Florida 32901

15. CANCELLATION: TENANT may cancel lease on six months written notice to LANDLORD.

16. RECEIPT: The TENANT by his signature hereto acknowledges receipt of a copy of this lease together with a copy of the current Rules and Regulations referred to above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

LANDLORD:

By: \_\_\_\_\_

TENANT: \_\_\_\_\_

APPROVED

\_\_\_\_\_  
2220 Associates

EXHIBIT E

LOT SIZES

LAMPLIGHTER VILLAGE

Section A is approximately 50' x 80', and includes lot numbers:

93-101, 113-122, 124-126, 130-132, 135-137, 141-143, 146-148,  
152-154, 157-159, 163-165, 168-170, 174-176, 179-181,  
185-188, 192-194, 197-199, 203-205, 208-210, 214-216, 219-221,  
225-227, 230-232, 236-238, 242, 245-248, 251-255, 258-263,  
268-272, 275-279, 287-288, 292-293, 296-297, 301-302, 305-306,  
310-311, 314, 315, 319, 320, 323, 324, 328, 329, 332, 333,  
335-357, 359-363, 365-367, 377-386, 389-391, 395-397, 400-402,  
406-409, 411-413, 417-419, 422-424, 428-430, 433-435, 439-441

Section B is approximate 70' x 80', and includes lot numbers:

358, 364, 387, 388, 398, 399, 409, 410, 420, 421, 431, 432,  
and 442

Section A is approximately 50' x 80', and includes lot numbers:

12-18, 23-30, 34-43, 48-58, 62-74 and 81-92

Section B is approximately 70' x 80', and includes lot numbers:

123, 124, 133, 134, 144, 145, 155, 156, 166, 167, 177, 178, 195, 196, 206, 207, 217, 218, 228, 229, 239, 243, 244, 256, 257, 265, 266, 267, 273, 274, 294, 295, 303, 304, 312, 313, 321, 322, 330, and 331

Section C is approximately 50' x 90', and includes lot numbers:

391, 298, 300, 307, 309, 316, 318, 325, 372, 373, 374, 375, 376, 392, 394, 403, 405, 414, 416, 425, 427, 436, and 438

Section D is approximately 60' x 90', and includes lot numbers:

128, 139, 150, 161, 172, 183, 190, 201, 212, 223, 234, 327, and 334

Section E is approximately 60' x 100', and includes lot numbers:

10, 32, 60, 111, 290, 299, 308, 317, 326, 393, 404, 415, 426, 437, 368, and 235

Section F is approximately 50' x 100, and includes lot numbers:

11, 31, 33, 59, 61, 129, 138, 140, 149, 151, 160, 162, 171, 173, 182, 184, 189, 191, 200, 202, 211, 213, 222, 224, 233, 369, 370, and 371

Section G is approximately 80' x 110, and includes lot number 9

Section H is approximately 50' x 110', and includes lot numbers:

2-8, 102-110 and 112

Section I is irregular 4,000-6,000  $\pm$  square feet, and includes lot numbers:

1, 19-22, 44-47, 75-80, 240, 241, 249, 250, 264, 280-285, and 289

EXHIBIT F

GROUND LEASE

There is no ground lease for this property.

EXHIBIT G  
SETTLEMENT AGREEMENT

COMPROMISE AND SETTLEMENT AGREEMENT

AGREEMENT, this 16<sup>th</sup> day of August, 1984, by and between LAMPLIGHTER VILLAGE ASSOCIATES, LTD., a Florida limited partnership, hereinafter referred to as "Landlord", and L. V. HOME OWNERS ASSOC., INC., on behalf of all home owners of Lamplighter Village Mobile Home Park, hereinafter referred to as "Tenants" ("Tenants" shall also mean the owner(s) of an individual mobile home where appropriate).

WHEREAS, Tenants have filed suit (Case No. 84-6095-CA-A in the Eighteenth Judicial Circuit Court in and for Brevard County, Florida) against Landlord regarding the individual metering of water and sewer utilities with the purpose of requiring Tenants to pay for same individually, over and above their respective rental payments; and

WHEREAS, the parties, through negotiation, have arrived at a settlement of their dispute which calls for continuing the present water and sewer utility distribution system, with the exception that the actual cost of same will now be directly reflected in the monthly rental payment, beginning as of September 1, 1984, as an agreed advanced payment component, with any additional costs to be reconciled on a quarterly basis; and

WHEREAS, the parties have also agreed on a rental increase beginning as of January 1, 1985, with no additional increases for 1985; and



WHEREAS, the parties have agreed that this Agreement is subject to ratification by a majority of the Tenants before becoming effective.

NOW, THEREFORE, in consideration of the mutual covenants flowing by and between the parties hereto, it is hereby agreed as follows:

1. That the above-cited lawsuit shall be dismissed with prejudice.

2. That Landlord, its successors and assigns, agrees to continue providing water as well as sewer service to Tenants, as part of their monthly rental payment, through the existing compound master meter and Landlord expressly agrees not to individually meter the individual Tenant's mobile homes, now or hereafter, as planned, so that the Tenants' water and sewer charges will always reflect the existing status quo with charges therefor being reflected in the City of Melbourne Code 32-66 et seq., as amended from time to time regarding water service rates.

3. That the parties wish to reflect in this Agreement that the rationale for desiring to maintain the status quo is the substantial savings that will be maintained by Landlord and totally passed on to Tenants if the water/sewer system is not individually metered due to the fact that each individual meter would be assessed a \$7.06 per month fixed charge for water and sewer irrespective of usage, whereas the master meter fixed charge per month amounts to only \$464.14, or roughly 7% of the aggregate fixed charges if individually metered

4. That Tenants agree, on September 1, 1984, and the first of each and every month thereafter, unless amended by mutual agreement, to pay the additional sum of \$10.00 per mobile home as a part of their monthly rent payment to Landlord to pay for the water and sewer costs actually incurred by Landlord as a result of the above-referenced master meter system based on Code Sections 32-73 and 32-74.

5. That the parties further agree that Landlord, on a quarterly basis, shall charge Tenants, on an equal basis, for any additional water and sewer costs incurred (over and above \$10.00 per month per mobile home) as per paragraph 4 above, which shall be due and payable on the first of the following month; should the costs be less than the average \$10.00 per month figure, then the Tenants will likewise be credited on subsequent quarterly bills.

6. The parties agree that the total rent payment (including all water and sewer charges) per month, beginning January 1, 1985, for all of 1985, shall be increased so that interior lots shall have a rent of \$145.00 and the lakefront lots shall have a rent of \$165.00, which rental payment in each instance shall include the \$10.00 per month water/sewer charge and the only adjustment to this monthly rental figure shall be as per paragraph 5, above.

7. Landlord agrees to separately meter the swimming pool, recreation hall, offices, mobile homes and common facilities and systems utilizing water for the common good

and to pay all costs associated with metering and all monthly water/sewer charges associated therewith.

8. The parties agree that the cost of installing the individual meters, which has already been incurred by Landlord is \$55,000.00, and the parties agree that Tenants should bear a portion of this expense in consideration of Landlord agreeing not to go forward with the implementation of the system in order to lower the overall cost of water/sewer service as stated in paragraph 3, above. The Landlord agrees to accept the total sum of \$27,500.00, payable over five (5) years at no interest from the individual Tenants with the sum of \$15.00 to be made by each mobile home owner to Landlord each January 1st until the sum of \$27,500.00 has been reimbursed to Landlord or until January 1, 1989, whichever is sooner. (It is contemplated that the addition of mobile homes to the park will increase the number of owners paying, thereby decreasing the amount owed and that this will shorten the time it takes to reimburse Landlord the \$27,500.00.) If, for any reason, it is ever requested by Tenants to complete and activate the individual metering project, Landlord agrees to do so and agrees that this will be accomplished at its expense and said expense shall not be passed on, in any way, to Tenants.

9. The parties agree that the agreed increase for 1985 reflects a compromise on the lawsuit and all the issues

contained therein and should not be precedent for future mediation or arbitration pursuant to F.S. Ch. 720. The parties also agree that the base monthly rents of \$145.00 and \$165.00, as stated in paragraph 6, above, include water/sewer costs with the exception of the quarterly adjustment.

10. The parties agree that nothing agreed to herein shall in any way affect the rights of any individual Tenants who may have separate arrangements of any nature whatsoever with Landlord, nor shall the failure of any individual Tenant to make any payment hereunder affect the continuing binding nature of this agreement, as those issues shall remain private issues between Landlord and said individual Tenants. The parties also agree that neither L. V. Home Owners Assoc., Inc. nor any of its Officers or Directors shall incur any liability hereby for any damages arising as a result of an Individual Tenant's breach of the understandings hereof.

11. This Agreement contains the entire agreement between the parties with respect to this transaction, and no representations, warranties or agreements have been made or relied upon by either party except for those specifically set forth herein. This Agreement may only be modified, amended or supplemented by written instruction signed by both parties.

12. This Agreement shall be construed and governed in accordance with the laws of the State of Florida and venue shall be in Brevard County, Florida.

13. All of the terms, covenants, warranties and representations contained herein shall be binding upon both parties, their heirs, successors and assigns.

14. This Agreement shall not become effective unless and until ratified by at least 50% plus one of the Tenants residing at Lamplighter Village.\*

IN WITNESS WHEREOF, the parties hereto set their hands and seals hereinbelow the first day above written.

L. V. HOME OWNERS ASSOC., INC.

BY:

Mrs. R. Polina  
President

ATTEST:

Elizabeth A. Beel  
Secretary

(SEAL)

LAMPLIGHTER VILLAGE ASSOCIATES, LTD.

BY:

R. B.  
General Partner

Arthur Polina  
Witness

Freida Anger  
Witness

\*Although the ratification vote was overwhelmingly approved, a challenge to the proxy voting procedures has, nevertheless, been lodged by an Association member, and should her challenge be upheld in a court of competent jurisdiction, it may be necessary to hold another ratification vote, and should a second ratification vote fail, this Agreement will be null and void.

ADDENDUM

Addendum to compromise and settlement agreement, by and between Lamplighter Village Associates, Ltd. and L. V. Home Owners Association, Inc.

1. The landlord agrees to make the water and sewer bills available for inspection on a quarterly basis to a representative of the tenants. Said water bills will be available for inspection at the Manager's office during normal business hours.

2. The landlord agrees to credit against the amount paid, owing, or owed by the tenants for water and sewer, an amount reflecting the proportionate share of water and sewer used by those tenants whose rental agreements include water and sewer service for the period of time such rental agreements are in force.

3. The landlord agrees to reasonably maintain the water system to avoid leakage. It is understood by the parties that variations in water usage are to be expected due to the seasons and occupancy of the park.

L. V. HOME OWNERS ASSOC., INC.

BY: Mary R. Pina

President

ATTEST:

Elizabeth H. Beck  
Secretary

(SEAL)

LAMPLIGHTER VILLAGE ASSOCIATES, LTD.

BY: Sam B.

~~General~~ Partner  
Managing

Odalis Rangel  
Witness

DATE PROSPECTUS APPROVED

---

REVISION DATE (if applicable)

---

IDENTIFICATION NUMBER ASSIGNED BY DIVISION

---

MOBILE HOME LOT TO WHICH PROSPECTUS APPLIES

---

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS REGULATIONS  
DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS AND MOBILE HOMES  
725 SOUTH BRONOUGH STREET - JOHNS BUILDING  
TALLAHASSEE, FLORIDA 32301

PARK OWNER PROSPECTUS FILING STATEMENT

A copy of this filing statement should accompany the filing of each prospectus for a mobile home park. Pursuant to Section 720.302(4), Florida Statutes, the proper fees must be paid for each prospectus filed. If lots in a park were permitted by the Department of Health and Rehabilitative Services (HRS) prior to June 4, 1984, the fees will be based on the following:

26 - 50 lots in the park:	\$100
51 - 100 lots in the park:	\$150
101 - 150 lots in the park:	\$200
151 - 200 lots in the park:	\$250
201 or more lots in the park:	\$300

If lots in a park were not permitted by HRS prior to June 4, 1984, the filing fee is \$10 per lot in the mobile home park. This fee must be paid for each prospectus filed.

FOR STAFF USE ONLY

Prospectus \_\_\_\_\_  
Park Layout V.A.2.  
Covenants & Restrictions N/A V.A.2.  
Rental Agreement(s) V.A.2.  
Ground Lease N/A V.A.2.

File No. 05 300775P  
Fee Rec'd 300 - 12/31/84  
Form Review amc  
Recommended 5-12-86  
Reviewed By V.A.2. 5/15/86

- (1) Name of Mobile Home Park Lamplighter Village  
Address 500 N. John Rhodes Blvd.  
City Melbourne County Dade Brevard State Fl. Zip 32935
- (2) Name of Park Owner Lamplighter Village Associates LTD  
Address 300 Biscayne Blvd. Way  
City Miami County Dade State Fl. Zip 33131
- (3) Name of Park Operator/Manager Mrs. Adriane Lane  
Address 500 N. John Rhodes Blvd.  
City Melbourne County Dade State Fl. Zip 32935
- (4) Name of Attorney Arthur Kline  
Address 407 Lincoln Road  
City Miami Beach County Dade State Fl. Zip 33139



- PARK INFORMATION
- (5) How many mobile home lots will receive the prospectus being filed? 442  
[Please attach a listing of the lot numbers (or other designation) for which this prospectus will be offered.]
- (6) What is the total number of mobile home lots (independent spaces) permitted by HRS for this park? 442
- (7) If there is a difference in the number of lots stated in questions 5 & 6, please provide an explanation.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (8) How many occupied lots are presently rented to persons who own their mobile homes? 435
- (9) How many unoccupied lots are or will be offered for rent to persons who own their mobile homes? (If lots are offered for sale or for rent, they should be counted as offered for rent.) 7
- (10) What is the total number of lots reflected in questions 8 & 9. 442
- (11) What is the HRS permit number for this park? 0523676
- (12) When were the mobile home lots in this park originally permitted by HRS? 1976
- (13) Is this park being developed in defined sections? NO
- (14) How many mobile home lots have been approved by the local zoning authority? 442
- (15) Is the number of lots upon which you based your filing fee larger than the number of lots permitted by HRS? YES      NO X
- (16) How many mobile home owners were renting lots on June 4, 1984?  
[Please attach a list of the lot numbers (or other designation) affected.] 430
- (17) How many different forms of the prospectus will be used in this park? 1
- (18) How many different forms of the rental agreement will be offered with this prospectus? 1
- (19) Is there a ground lease or other underlying leases for this park? YES X NO
- (20) Are there any covenants and restrictions recorded or planned to be recorded for this park? YES      NO X
- (21) Will mobile home lots be offered for rent for less than one year? YES      NO X
- (22) If the answer to number 20 is yes, please provide an explanation. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (23) Is the information contained herein true and correct as of the date hereof and no material facts have been omitted to the best of your knowledge? YES X NO

Gerard Berger  
(Type or Print Name)

Gerard Berger PG  
(Signature of Park Owner)

12/20/84  
(Date)

Pastner  
(Title)